



**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. December 4, 2018
Third Floor City Hall**

**CITY OF
TERRE HAUTE
BOARD OF
SANITARY COMMISSIONERS**

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807
Phone: 812.232.5458
Fax: 812.234.3973
www.terrehaute.IN.gov

AGENDA

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Approve Claims
6. Amended and Restated Bond Resolution 13, 2018
7. Other
8. Adjournment

**Minutes of Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
November 20, 2018**

A regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 20th day of November 2018, at 10:00 a.m. Those present were Jim Winning, Tim Adams, and Larry Auler for the Board of Sanitary Commissioners. Jared Modesitt was present. Chuck Ennis and Brad Bush were not present.

Also present was Debbie Padgett of the WWTP; Troy Swan of HWC; Andy Skales of CHA; and Sally Roetker, Jennifer Bolen, and Marc Maurer of the Engineering Department.

The meeting of the Board of Sanitary Commissioners was called to order by Vice President Tim Adams. There were no public comments.

APPROVE MINUTES

The minutes from the November 7, 2018 meeting were presented to the Board.

On motion of Jim Winning, seconded by Larry Auler and unanimously approved, it was resolved that the minutes from the November 7, 2018 meeting be approved.

RESOLUTION #9, 2018 TRANSFER OF FUNDS

Sally Roetker presented the Board with Resolution #9, 2018 Transfer of Funds. The transfer was discussed. Sally informed the Board that the City Controller has requested that she use City Council forms. Tim Adams asked why this has to be done. The Sanitary Board is dealing with user fees not tax dollars. Jared Modesitt said he can look into this. Sally Roetker said that the resolutions will be just for Sanitary Board records. Out of series appropriations must be to City Council.

On motion of Larry Auler, seconded by Jim Winning, and unanimously approved, it was resolved that Resolution #9, 2018 Transfer of Funds be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Larry Auler, seconded by Jim Winning, and unanimously approved that claims be approved as presented.

RESOLUTION #10, 2018 ANNEXATION

Marc Maurer presented the Board with Resolution #10, 2018 Annexation. This will annex a portion of Idle Creed into the Sanitary District.

On motion of Jim Winning, seconded by Larry Auler and unanimously approved, it was resolved that Resolution #10, 2018 Annexation be approved.

RESOLUTION #11, 2018 TRANSFER OF FUNDS

Debbie Padgett presented the Board with Resolution #11, 2018 Transfer of Funds. The transfer was discussed.

On motion of Jim Winning, seconded by Larry Auler, and unanimously approved it was resolved that Resolution #11, 2018 Transfer of Funds be approved.

RESOLUTION #12, 2018 TRANSFER OF FUNDS

Debbie Padgett presented the Board with Resolution #12, 2018 Transfer of Funds. The transfer was discussed.

On motion of Larry Auler, seconded by Jim Winning, and unanimously approved it was resolved that Resolution #12, 2018 Transfer of Funds be approved.

APPROVAL TO ADVERTISE FOR BIDS - MAIN LIFT STATION

Marc Maurer asked the Board for approval to advertise for bids for the Main Lift Station Project.

On motion of Jim Winning, seconded by Larry Auler and unanimously approved, it was resolved that Marc Maurer move forward with advertising for bids for the Main Lift Station Project.

OTHER

-Garden Quarter Liens - Jared Modesitt has received a request/ for information regarding Garden Quarter sewage liens. He is looking into this. Brad Speidel gave an overview of situation. Jim Winning asked what the amount is. Brad Speidel said it is \$39,000.

ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on December 4, 2018 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

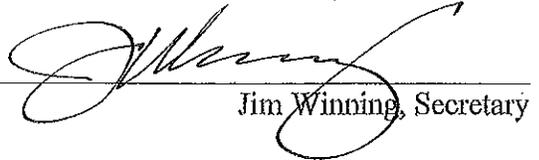
APPROVED on the _____ day of _____, 2018.



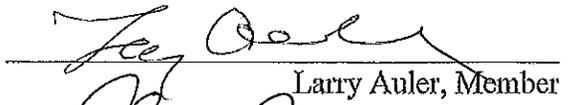
Brad Bush, President



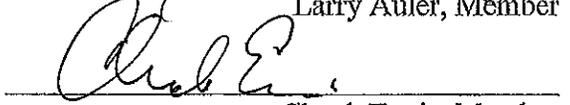
Tim Adams, Vice President



Jim Winning, Secretary



Larry Auler, Member



Chuck Ennis, Member

Sanitary District Claims December 4, 2018

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

WWUTILITY / 0620-0061- Insurance General/Prop & Casualty

WWUTILITY / 0620-0061- Publication of Legal Notices

WWUTILITY / 0620-0061- Drainage Improvements

WWUTILITY / 0620-0061- Drainage Ways

MAIN LIFT STATION/ SRF FUND

PHOSPHORUS REMOVAL/ SRF FUND

SRF INTEREST FUND

CSO/LTCP P23

City of Terre Haute Engineers Dept	Construction Inspection Services	\$4,315.20
Jones Fabrication & Machining Inc.	Turn & Key Mounts to Match Hubs, Etc.	\$719.63
McGuire Excavating & Trucking Inc.	Disposal Loads	\$75.00
Seelyville Waterworks	Meter Readings	\$1,446.00
Terminix International Inc.	Pest Control	\$101.00
Wholesale Drainage Supply Inc.	Finance Charge	\$1.50

432.020 Instruction

432.060 Med./Surg./Dent.

432.071 Lab Testing

McCoy	Lab Testing	\$140.00
Pace Analytical Services Inc.	Lab Testing	\$31.00

432.072 Sycamore Ridge Landfill

Comm./Transportation

433.010 Telephone

Frontier Inc.	Telephone	\$259.03
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433.020 Postage

United Parcel Inc.	Postage	\$15.03
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433.040 Freight

Jack Doheny Comp.	Freight	\$33.89
Northern Safety Co Inc	Freight	\$149.00

Utility Services

436.010 Electric Utility

Duke Energy	Electric Utility	\$52,719.36
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436.020 Gas Utility

436.030 Water Utility

Indiana Ameican Water	Water Utility	\$2,577.39
Indiana Ameican Water	Water Utility	\$134.56
Indiana Ameican Water	Water Utility	\$313.46
Indiana Ameican Water	Water Utility	\$170.11
Indiana Ameican Water	Water Utility	\$45.09

Rep./Maint

437.010 Equipment Repair

437.030 Vehicle Rep./Maint.

438.010 Rental of Equipment

Machinery & Equipment

444.010 Equipment Purchase

Jack Doheny Comp.	Saw Blades	\$707.36
Menards	Mitt, Heaters, Brush	\$56.04

444.180 Safety Equipment

445.040 Lab Equipment

BOARD OF SANITARY COMMISSIONERS
TERRE HAUTE SANITARY DISTRICT

AMENDED AND RESTATED BOND RESOLUTION NO. 13-2018

An Amended and Restated Resolution of the Board of Sanitary Commissioners of the Terre Haute Sanitary District concerning the construction of additions and improvements to the sewage works system of the Terre Haute Sanitary District, the issuance of special taxing district bonds to provide the cost thereof, other matters connected therewith, including the issuance of notes in anticipation of bonds, and repealing resolutions inconsistent herewith

WHEREAS, this Amended and Restated Bond Resolution amends and restates Bond Resolution No. 5-2017 in its entirety; and

WHEREAS, the Board of Sanitary Commissioners (the "Board") of the Terre Haute Sanitary District (the "Sanitary District") of the City of Terre Haute, Indiana (the "City") has heretofore established, constructed and financed its sewage works, and now owns and operates said sewage works pursuant to Indiana Code 36-9-25, as in effect on the issue date of the bonds authorized herein, and other applicable laws (the "Act") (all references hereinafter to the Indiana Code are designated as "IC" followed by the applicable code section or sections); and

WHEREAS, the Board finds that certain additions and improvements to said works are necessary; that certain reports containing general plans, specifications, descriptions and estimates have been prepared and filed by the engineers employed by the Sanitary District for the construction of said additions and improvements (as more fully set forth in Exhibit A hereto and made a part hereof) (the "Projects"), which plans and specifications have been or will be submitted to all governmental authorities having jurisdiction, particularly the Indiana Department of Environmental Management (the "Department"), and have been or will be approved by the aforesaid governmental authorities and are incorporated herein by reference and open for inspection at the office of the Board as required by law; and

WHEREAS, on July 1, 2017, the Board, being the governing body of the Sanitary District, adopted a Declaratory Resolution (the "Declaratory Resolution") declaring that it is necessary for the public health and welfare and will be of public utility and benefit to construct the Projects; and

WHEREAS, on August 15, 2017, after notice and public hearing thereon, the Board confirmed the Declaratory Resolution by adoption of a Confirmatory Resolution; and

WHEREAS, on September 13, 2018, the Common Council of the City adopted Special Ordinance 30, 2018 approving the issuance of the bonds herein authorized; and

WHEREAS, the Sanitary District has advertised and will receive bids for the construction of the Projects; said bids will be subject to the Sanitary District's determination to construct the Projects and subject to the Sanitary District obtaining funds to pay for the Projects; that on the

basis of the estimates of its engineers, the cost of the Projects, as defined in IC 36-9-1-8, including estimated incidental expenses, is in the estimated amount of Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, pursuant to the Sanitary District's Amended and Restated Bond Resolution No. 2 adopted on July 17, 2018 (the "2018 Revenue Bond Resolution"), the Board authorized the Sanitary District to issue revenue bonds of the Sanitary District in one or more series (the "Revenue Bonds") to provide for costs of the Projects in the amount not to exceed Twenty Million Dollars (\$20,000,000) and caused Revenue Bonds to be issued thereunder on September 7, 2018 in the amount of Four Million Three Hundred Sixty-Four Thousand Dollars (\$4,364,000) (the "2018 Revenue Bonds") and that to the extent not financed by such Revenue Bonds, it is necessary to finance the remaining costs of the Projects by the issuance of special taxing district bonds of the Sanitary District, in one or more series, in an aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) and, if necessary, bond anticipation notes (the "BANs"); and

WHEREAS, in any event the combined principal amount of the Revenue Bonds and the bonds herein authorized issued to finance costs of the Projects shall not exceed Eighty-Five Million Dollars (\$85,000,000); and

WHEREAS, the bonds to be issued pursuant to this resolution will be payable solely out of a special tax to be levied and collected on all of the taxable property in the Sanitary District; provided, however, that if and to the extent tax credits provided to taxpayers pursuant to IC 6-1.1-20.6 should limit the Sanitary District's collection of the levy to an amount below that necessary to pay debt service on the bonds, the bonds shall be payable from an interfund loan of Net Revenues (as hereinafter defined) of the sewage works, junior and subordinate to (i) the payment of any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to and as hereinafter provided; and

WHEREAS, the Board desires to authorize the issuance of BANs hereunder, if necessary, in one or more series, payable from the proceeds of the bonds issued hereunder, and to authorize the refunding of the BANs, if issued; and

WHEREAS, the Board may enter into one or more Financial Assistance Agreements with the Indiana Finance Authority (the "Authority") as part of its wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (the "SRF Program"), pertaining to the Projects and the financing of the Projects (the "Financial Assistance Agreement") if any bonds or BANs are sold to the SRF Program; and

WHEREAS, the Sanitary District may accept other forms of financial assistance, as and if available, from programs of the Authority; and

WHEREAS, the Board now finds that all conditions precedent to the adoption of a resolution authorizing the issuance of said bonds and BANs have been complied with in accordance with the provisions of the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SANITARY COMMISSIONERS OF THE TERRE HAUTE SANITARY DISTRICT THAT:

Section 1. Authorization of Projects. The Sanitary District will proceed with the construction of the Projects as set out in Exhibit A hereto and in the Declaratory Resolution, as confirmed by the Confirmatory Resolution, in accordance with the general plans, specifications, descriptions and estimates heretofore prepared and filed by consulting engineers employed by the Sanitary District, which general plans, specifications, descriptions and estimates are now on file or will be subsequently placed on file in the office of the Board of Sanitary Commissioners and be open for public inspection pursuant to IC 36-1-5-4, and are hereby adopted and approved, and by reference made a part of this resolution as fully as if the same were attached hereto and incorporated herein. The estimated cost of construction of the Projects is expected to not exceed Eighty-Five Million Dollars (\$85,000,000), plus investment earnings on the BAN and bond proceeds. The terms "sewage works," "sewage works system," "works," "system," and words of like import where used in this resolution shall be construed to mean the Treatment Works, as defined in the Financial Assistance Agreement, and includes the existing sewage works system and all real estate and equipment used in connection therewith and appurtenances thereto, and all extensions, additions and improvements thereto and replacements thereof now or at any time hereafter constructed or acquired. The Projects shall be constructed in accordance with the general plans, specifications, descriptions and estimates heretofore mentioned, which Projects are hereby approved. The Projects shall be constructed and the BANs and bonds herein authorized shall be issued pursuant to and in accordance with the Act.

Section 2. Issuance of BANs. The Sanitary District hereby authorizes the Controller of the City (the "Controller") to prepare and issue, if necessary, the BANs, in one or more series, for the purpose of procuring interim financing to apply on the cost of (i) the Projects and (ii) costs incurred in the issuance of the BANs. The BANs may be issued in an aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) to be designated "Sanitary District Bond Anticipation Notes, Series 201__", to be completed with the year in which issued and appropriate series designation, if any. The BANs shall be sold at not less than 99% of their par value, shall be numbered consecutively from 1 upward, shall be in any multiple of Five Thousand Dollars (\$5,000) or, if sold to the Authority as part of the SRF Program, One Dollar (\$1), as designated in the hereinafter defined Purchase Agreement, shall be dated as of the date of delivery thereof, and shall bear interest at a rate not to exceed 4.5% per annum (the exact rate or rates to be determined through negotiations with the purchaser of the BANs) payable either upon redemption or maturity.

Each series of BANs will mature no later than two (2) years after their date of delivery. The BANs are subject to renewal or extension at an interest rate or rates not to exceed 4.5% per annum (the exact rate or rates to be negotiated with the purchaser of the BANs). The term of the BANs and all renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof. Payment on the BANs may be made in installments.

The BANs shall be issued pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 if sold to the Authority, pursuant to IC 5-1.5-8-6.1 if sold to the Indiana Bond Bank or pursuant to IC 5-1-14-5 if sold to a financial institution or any other purchaser. The Sanitary District shall pledge to the payment of the principal of and interest on the BANs the proceeds from the issuance of the bonds pursuant to and in the manner prescribed by the Act.

Section 3. Issuance of Bonds. The Sanitary District shall issue its bonds, in one or more series, in the aggregate principal amount not to exceed Seventy Million Dollars \$70,000,000, to be designated "Sanitary District Bonds, Series 201__", to be completed with the year in which issued and appropriate series designation, if any (the "Bonds"), for the purpose of procuring funds to apply on the cost of (i) the Projects, (ii) capitalized interest, if necessary, (iii) refunding the BANs, if issued, and (iv) issuance costs. The Bonds shall be issued and sold at a price not less than 100% of the par value thereof, in fully registered form in denominations of One Dollar (\$1) or integral multiples thereof if sold to the Authority as part of its SRF Program, or sold at a price not less than 99% of the par value thereof, in fully registered form in denominations of Five Thousand Dollars (\$5,000) each or integral multiples thereof if sold to any other purchaser. The Bonds shall be numbered consecutively from 1 up, originally dated as of the date of delivery, and shall bear interest at a rate or rates not exceeding 4.5% per annum (the exact rate or rates to be determined by bidding or through negotiation with the Authority). Interest is payable semiannually on January 1 and July 1 in each year, commencing on the first January 1 or the first July 1 after the date of issuance of the Bonds, as determined by the Controller with the advice of the Sanitary District's municipal advisor. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and such Bonds shall mature semiannually on January 1 and July 1 or be subject to mandatory sinking fund redemption over a period ending no later than January 1, 2039. For any Bonds sold to the Authority as part of its SRF Program, the Bonds shall mature in such amounts that will allow the Sanitary District to meet the coverage and/or amortization requirements of the SRF Program and the debt service schedule for any such Bonds shall be finalized and set forth in the Financial Assistance Agreement. For any Bonds not sold to the Authority as part of its SRF Program, such Bonds may mature in amounts that produce as level annual debt service as practicable with \$5,000 denominations.

All or a portion of each series of Bonds may be issued as one or more term bonds, upon election of the purchaser thereof. Such term bonds shall have a stated maturity or maturities consistent with the maturity schedule determined in accordance with the preceding paragraph, in the years as determined by the purchaser thereof, but in no event later than the last serial maturity date of the Bonds as determined in the preceding paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the preceding paragraph.

The Bonds will be payable solely out of a special tax to be levied on all of the taxable property in the Sanitary District ("Sanitary District Tax Levy"); provided, however, that if and to the extent tax credits provided to taxpayers pursuant to IC 6-1.1-20.6 should limit the Sanitary District's collection of the Sanitary District Tax Levy to an amount below that necessary to pay debt service on the Bonds ("Allocated Tax Credits"), the Bonds shall also be payable from an

interfund loan of Net Revenues (herein defined as gross revenues, including System Development Charges (as hereinafter defined), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding payments in lieu of property taxes ("PILOTs")) of the sewage works of the Sanitary District, junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds as defined in the 2018 Revenue Bond Resolution) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution (a "STDB Interfund Loan"). For purposes of this resolution, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this resolution; provided, however that any System Development Charges that are enacted under IC 36-9-23-29 (or similar provision applicable to the Act), shall be considered as Net Revenues of the sewage works.

The Sanitary District shall annually determine whether proceeds will be timely available from a STDB Interfund Loan to provide (together with amounts made available from the Sanitary District Tax Levy) for the full and timely payment of the principal of and interest on the Bonds when due subject to the requirements of the 2018 Revenue Bond Resolution. STDB Interfund Loans shall be limited to amounts, if any, available in the STDB Account established and maintained pursuant to the 2018 Revenue Bond Resolution. In the event there are no available proceeds of a STDB Interfund Loan that will be sufficient to offset Allocated Tax Credits, the City and the Sanitary District shall take all steps necessary to mitigate and offset any insufficiency of funds to provide for the full and timely payment of the principal of and interest on the Bonds when due caused by Allocated Tax Credits including by causing the Sanitary District Tax Levy to pay the principal of and interest on the Bonds to be designated and treated as "protected taxes" and "debt service obligations of a political subdivision" within the meaning and to the effect provided for in IC 6-1.1-20.6-9.8 and -10 (and other provisions of the Indiana Code with a similar purpose or effect whether now existing or hereafter enacted).

Interest on the Bonds and BANs shall be calculated according to a 360-day calendar year containing twelve 30-day months.

Notwithstanding anything contained herein, the Sanitary District may accept any other forms of financial assistance, as and if available, from the SRF Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond or BAN related provision otherwise provided for herein or as a supplement or addition thereto). If required by the SRF Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder, all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

The Mayor and Controller are authorized, on behalf of the City, to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds (the "Registrar" or "Paying Agent"). The Controller is hereby authorized, on behalf of the Board, to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Bond Fund established to pay the principal of and interest on the Bonds as fiscal agency charges.

As to the BANs and as to the Bonds, if sold to the Authority as part of its SRF Program or any other purchaser that does not object to such designation, the Controller may serve as Registrar and Paying Agent and, in that case, is hereby charged with the duties of a Registrar and Paying Agent.

If any Bonds or BANs are sold to the Authority as part of its SRF Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority as part of its SRF Program is the owner of the Bonds or BANs, such Bonds or BANs shall be presented for payment as directed by the Authority.

If such Bonds and BANs are not sold to the Authority as part of its SRF Program or if wire transfer payment is not required, the principal of the Bonds and the principal and interest on the BANs shall be payable at the principal corporate trust office of the Paying Agent. All payments of interest on the Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof, as of the fifteenth day of the month preceding each interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the BANs and Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or

Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City. The City, the Board and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving 30 days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such 30 day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Bond Fund created in Section 12 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on Bonds sold to the Authority as part of its SRF Program shall be paid from the date or dates of payments made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. Interest on Bonds sold to any other purchaser which are authenticated on or before the Record Date which precedes the first interest payment date shall be paid from their original date. Interest on Bonds authenticated subsequent to the Record Date which precedes the first interest payment date thereon shall be paid from the interest payment date to which interest has been paid as of the date on which such Bonds are authenticated, unless a Bond is authenticated between the Record Date and the interest payment date in which case the interest shall be paid from such interest payment date.

The Board has determined that it may be beneficial to have the Bonds held by a central depository system pursuant to an agreement between the Sanitary District and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. In

such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company, the Board, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, Cede & Co., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the Board to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this resolution. The Board, the City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or Cede & Co. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Board's, the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Board of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to consents, the words "Cede & Co." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the Board of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the Board kept by the Registrar in the name of Cede & Co., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders

transferring or exchanging the Bonds shall designate, in accordance with the provisions of this resolution.

If the Board determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the Board may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Board and the Registrar to do so, the Registrar and the Board will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the Board indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the Board or the Registrar with respect to any consent or other action to be taken by bondholders, the Board, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or Cede & Co. or any substitute nominee, the Board, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this resolution and the Board, the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 4. Redemption of BANs. The BANs are prepayable by the Sanitary District, in whole or in part, on any date, upon 20 days' notice to the owner of the BANs, without any premium.

Section 5. Redemption of Bonds. The Bonds are redeemable at the option of the Sanitary District, but no sooner than ten years after their date of delivery, or any date thereafter, on sixty (60) days' notice if sold to the Authority as part of its SRF Program, or on thirty (30) days' notice if sold to any other purchaser, in whole or in part, in inverse order of maturity, if sold to the Authority as part of its SRF Program, or in the order of maturity as determined by the Sanitary District if sold to any other purchaser, and by lot within a maturity, at face value together with a premium no greater than 2%, plus accrued interest to the date fixed for redemption. The exact redemption dates and premiums shall be established by the Controller, with the advice of the Sanitary District's municipal advisor, prior to the sale of the Bonds. In any event, if the Bonds are sold to the SRF Program, the prior written consent of the Indiana Finance Authority, so long as it shall hold the Bonds, shall be required for any optional redemption of the Bonds.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the Sanitary District, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination amount shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

Notice of redemption shall be given not less than sixty (60) days for Bonds sold to the Authority as part of its SRF Program and not less than thirty (30) days for Bonds sold to any other purchaser prior to the date fixed for redemption unless such redemption notice is waived by the owner of the Bond or Bonds redeemed. Such notice shall be mailed to the address of the registered owner as shown on the registration record of the Sanitary District as of the date which is sixty-five (65) days for Bonds sold to the Authority as part of its SRF Program and forty-five (45) days for Bonds sold to any other purchaser prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Sanitary District. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if

sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

Section 6. Execution of Bonds and BANs; Security for the Bonds. The BANs and Bonds shall be signed in the name of the City by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Controller, and attested by the manual or facsimile signature of the Clerk of the City, who shall affix the seal of the City to each of the BANs and Bonds manually or shall have the seal imprinted or impressed thereon by facsimile. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the Bonds. The Bonds must be authenticated by an authorized officer of the Registrar.

The Bonds do not constitute a corporate obligation or indebtedness of the City, but are the obligation and indebtedness of the Sanitary District, as a special taxing district, and the Bonds, together with the interest thereon, shall be payable solely from a special tax to be levied on all taxable property in the Sanitary District. The Sanitary District covenants that it will cause a Sanitary District Tax Levy to be levied, collected and applied for that purpose. If and to the extent Allocated Tax Credits should limit the Sanitary District's collection of the Sanitary District Tax Levy to an amount below that necessary to pay debt service on the Bonds, the Bonds shall also be payable from proceeds of a STDB Interfund Loan, junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution. The Bonds are equally and ratably secured by and entitled to the protection of this resolution. In the event there are no available proceeds of a STDB Interfund Loan that will be sufficient to offset Allocated Tax Credits, the City and the Sanitary District shall take all steps necessary to mitigate and offset any insufficiency of funds to provide for the full and timely payment of the principal of and interest on the Bonds when due caused by Allocated Tax Credits including by causing the Sanitary District Tax Levy to pay the principal of and interest on the Bonds to be designated and treated as "protected taxes" and "debt service obligations of a political subdivision" within the meaning and to the effect provided for in IC 6-1.1-20.6-9.8 and -10 (and other provisions of the Indiana Code with a similar purpose or effect whether now existing or hereafter enacted).

Section 7. Form of Bonds. The form and tenor of the Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Terre Haute, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS

WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. ____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF VIGO

CITY OF TERRE HAUTE
SANITARY DISTRICT BOND, SERIES 201 ____

Interest	[Maturity	Original	Authentication	
<u>Rate</u>	<u>Date]</u>	<u>Date</u>	<u>Date</u>	[CUSIP]

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Terre Haute (the "City"), in Vigo County, State of Indiana, for and on behalf of the Sanitary District of the City (the "Sanitary District), for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, from the source and in the manner herein provided, the Principal Sum set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this Bond, or its assigns,] on [the Maturity Date set forth above] OR [on January 1 and July 1 on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this Bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate per annum specified above from [the dates of payment made on this Bond] OR [the interest payment date to which interest has been paid next preceding the Authentication Date of this Bond unless this Bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment in which case it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 201_, in which case it shall bear interest from the Original Date,] which interest is payable semiannually on the first days of January and July of each year, beginning on _____ 1, 201_. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this Bond is payable at the principal office of _____ (the "Registrar" or the "Paying Agent"), in the _____ of _____, Indiana.] All payments of [principal of and] interest on this Bond shall be paid by [check mailed one business day prior to the interest payment date] OR [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority (the "Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hercof, as of the fifteenth day of the

month preceding such payment, at the address as it appears on the registration books kept by [_____] (the "Registrar" or the "Paying Agent") in the City of _____, [_____]] OR [the Registrar] or at such other address as is provided to the Paying Agent in writing by the registered owner. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).] All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

This Bond is not a corporate obligation or indebtedness of the City, but is the obligation and indebtedness of the Sanitary District, as a special taxing district, and this Bond, together with the interest hereon, shall be payable out of a special fund to be known as the "City of Terre Haute Sanitary District Bond Fund" created by the Bond Resolution (as hereinafter defined) to be funded solely from a special tax to be levied annually on all of the taxable property within the Sanitary District; provided, however, that if and to the extent Allocated Tax Credits (as defined in the Bond Resolution) should limit the Sanitary District's collection of the levy to an amount below that necessary to pay debt service on this Bond, this Bond shall also be payable from proceeds of a STDB Interfund Loan if available subject to the requirements of the 2018 Revenue Bond Resolution (each such capitalized term as defined in the Bond Resolution), junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds, each as defined in the Bond Resolution) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution. The Sanitary District covenants that it will cause a special tax for the payment of the principal of and the interest on this Bond to be levied, collected and applied for that purpose. This Bond is negotiable pursuant to the laws of the State of Indiana. In the event there are no available proceeds of a STDB Interfund Loan that will be sufficient to offset Allocated Tax Credits, the City and the Sanitary District shall take all steps necessary to mitigate and offset any insufficiency of funds to provide for the full and timely payment of the principal of and interest on the Bonds when due caused by Allocated Tax Credits including by causing the Sanitary District Tax Levy to pay the principal of and interest on the Bonds to be designated and treated as "protected taxes" and "debt service obligations of a political subdivision" within the meaning and to the effect provided for in Indiana Code 6-1.1-20.6-9.8 and -10 (and other provisions of the Indiana Code with a similar purpose or effect whether now existing or hereafter enacted).

This Bond is [the only] one of an authorized issue of Bonds of the Sanitary District, acting in the name of the City, [[to be] [issued in series] [of like date, tenor and effect, except as to numbering, interest rate, and dates of maturity,] in the total amount of _____ Dollars (\$_____) (the "Bonds") for this series, numbered from 1 up, issued for the purpose of providing funds to be applied on the cost of additions and improvements to the Sanitary District's sewage works [, to fund capitalized interest]], to refund interim notes issued in anticipation of the Bonds,] and to pay incidental expenses, all as more

particularly described in a Declaratory Resolution adopted on August 1, 2017, as confirmed by a resolution adopted on August 15, 2017, which bonds are authorized by Amended and Resolution No. _____ adopted by the Board of Sanitary Commissioners of the Sanitary District on the 4th day of December, 2018 (the "Bond Resolution"), and in strict compliance with the provisions of Indiana Code 36-9-25, as in effect on the issue date of the Bonds (the "Act").

[Reference is hereby made to the Financial Assistance Agreement (the "Financial Assistance Agreement") between the Sanitary District and the Authority concerning certain terms and covenants pertaining to the sewage works project and the purchase of this Bond as part of the wastewater loan program established and existing pursuant to Indiana Code 5-1.2-1 through Indiana Code 5-1.2-4 and Indiana Code 5-1.2-10.]

The Bonds of this issue maturing on _____ 1, 20__, and thereafter, are redeemable at the option of the Sanitary District on _____ 1, 20__, or any date thereafter, on [sixty (60)] [thirty (30)] days' notice, in whole or in part, in [inverse] [the] order of maturity [as determined by the Sanitary District] and by lot within a maturity, at face value together with the following premiums:

- 2% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
- 1% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
- 0% if redeemed on _____ 1, 20__, or thereafter
prior to maturity;

plus in each case accrued interest to the date fixed for redemption.

[The prior written consent of the Indiana Finance Authority shall be necessary prior to any optional redemption of the Bonds.]

[The Bonds maturing on _____ 1, __ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Term Bond</u>		<u>Term Bond</u>	
<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
*		*	

*Final Maturity]

Each [One Dollar (\$1)][Five Thousand Dollar (\$5,000)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration record of the Sanitary District, as of the date which is [sixty-five (65)][forty-five (45)] days prior to such redemption date, not less than [sixty (60)][thirty (30)] days prior to the date fixed for redemption. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the Sanitary District. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this Bond shall not be presented for payment or redemption on the date fixed therefor, the Sanitary District may deposit in trust with its depository bank, an amount sufficient to pay such Bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the Sanitary District shall have no further obligation or liability in respect thereto.

This Bond is transferable or exchangeable only upon the books of the Sanitary District kept for that purpose at the [principal corporate trust] office of the Registrar, by the registered owner hereof in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. The Sanitary District, the Registrar and any paying agent for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The Bonds shall be initially issued in a Book Entry System (as defined in the Resolution). The provisions of this Bond and of the Resolution are subject in all respects to the provisions of the Letter of Representations between the Sanitary District and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This Bond is subject to defeasance prior to redemption or payment as provided in the Resolution referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE BOND RESOLUTION. The Bond Resolution may be amended without the consent of the owners of the Bonds as provided in the Bond Resolution.

The Bonds maturing in any one year are issuable only in fully registered form in the denomination of [\$1] [\$5,000] or any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the preparation and complete execution, issuance and delivery of this Bond have been done and performed in regular and due form as provided by law.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Sanitary Commissioners of the City of Terre Haute, in Vigo County, Indiana, has caused this Bond to be executed in the name of the City for and on behalf of the Terre Haute Sanitary District of such City, by the manual or facsimile signature of its Mayor, countersigned by the manual or facsimile signature of its Controller, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk.

CITY OF TERRE HAUTE, INDIANA

[SEAL]

By: _____
Mayor

Countersigned:

Controller

Attest:

Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

It is hereby certified that this Bond is one of the Bonds described in the Bond Resolution.

As Registrar

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within Bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A

To be completed on a separate page]

End of Bond Form

Section 8. Preparation and Sale of BANs and Bonds; Official Statement; and Investment Letter. The Controller is hereby authorized and directed to have the BANs and Bonds prepared, and the Mayor, the Controller and the Clerk are hereby authorized and directed to execute the BANs and Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver the BANs and Bonds to the respective purchasers thereof after sale made in accordance with the provisions of this resolution, provided that at the time of said delivery the Controller shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than 99% of the par value of the BANs, not less than 100% of the par value of the Bonds if sold to the Authority as part of its SRF Program and not less than 99% of the par value of the Bonds if sold to any other purchaser. The Sanitary District may receive payment for the Bonds and BANs in installments. Each series of Bonds herein authorized, as and to the extent paid for and delivered to the purchaser, shall be the binding obligations and indebtedness of the Sanitary District payable solely from a special tax to be levied annually on all of the taxable property within the Sanitary District; provided, however, that if and to the extent Allocated Tax Credits should limit the Sanitary District's collection of the Sanitary District Tax Levy to an amount below that necessary to pay debt service on the Bonds, the Bonds shall also be payable from proceeds of a STDB Interfund Loan, junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Projects hereinbefore referred to, capitalized interest, if necessary, the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the BANs and Bonds. The proper officers of the Sanitary District are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this resolution.

Distribution of an Official Statement (preliminary and final) for the Bonds, prepared on behalf of the Sanitary District, is hereby authorized and approved and the President of the Board (the "President"), the Mayor or the Controller is authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this resolution. The President, the Mayor or the Controller is hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 (the "Rule") as promulgated by the Securities and Exchange Commission.

If any Bonds or BANs will be sold to the Authority, the President, the Mayor or the Controller is hereby authorized to provide information and materials to the Authority relating to the Sanitary District and the Bonds or BANs, as the case may be, for inclusion in any official statement relating to any financing of the Authority the proceeds of which will be used to acquire such Bonds or BANs.

Alternatively, in lieu of preparing and distributing an official statement, the Sanitary District may obtain a sophisticated investment letter from the purchaser of the Bonds or BANs at the time of delivery of the Bonds or BANs which satisfies applicable state and federal securities laws.

Section 9. Bond Sale Notice. If any Bonds are sold at a competitive bond sale, the Controller shall cause to be published either (i) a notice of bond sale in the *Tribune-Star*, the only newspaper published in the City, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in in the *Tribune-Star* and the *Court & Commercial Record*, all in accordance with IC 5-1-11 and IC 5-3-1. A notice or summary notice of sale may also be published in the *Court & Commercial Record* or in *The Bond Buyer* in New York, New York. The notice shall state the character and amount of the Bonds, the maximum rates of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller, the Board and the attorneys employed by the Sanitary District shall deem advisable, and any summary notice may contain any information deemed so advisable. Said notice may provide, among other things, that electronic bidding will be permitted, that the successful bidder shall be required to assist the Sanitary District in establishing the initial issue price of the Bonds, and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer to guarantee performance on the part of the bidder no later than 3:30 p.m. (Terre Haute time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the proceeds of such deposit shall become the property of the Sanitary District and shall be considered as its liquidated damages on account of such default.

All bids for the Bonds shall be sealed and shall be presented either to the Controller, or at the office of the Sanitary District's municipal advisor on behalf of the Controller. The Controller, or the Sanitary District's municipal advisor on behalf of the Controller, shall continue to receive all bids offered until the hour on the day fixed in the notice, at which time and place the Controller, or the Sanitary District's municipal advisor on behalf of the Controller, shall open and consider the bids. Bidders for the Bonds will be required to name the rate or rates of interest

which the Bonds are to bear, not exceeding five percent (5.5%) or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth (1/8), one-twentieth (1/20) or one-one hundredth (1/100) of one percent (1%). The rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Bose McKinney & Evans LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the Sanitary District.

The Bonds shall be awarded by the Controller to the best bidder who has submitted its bid in accordance with the terms of this resolution and the notice. The best bidder will be the one who offers the lowest net interest cost to the Sanitary District to be determined by computing the total interest on all of the Bonds to their maturities, adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The right to reject any and all bids is hereby reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the Sanitary District than the best bid received at the time of the advertised sale will be considered.

As an alternative to public sale, the Sanitary District may negotiate the sale of any series of Bonds to the Authority as part of its SRF Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as part of its SRF Program; (ii) execute one or more Financial Assistance Agreements with the Authority with terms conforming to this resolution; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this resolution. The substantially final form of Financial Assistance Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved by the Board and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this resolution, such changes to be conclusively evidenced by its execution.

Section 10. Financial Records and Accounts; Continuing Disclosure. The Sanitary District shall keep proper records and books of account, separate from all of its other records and accounts, in which complete and correct entries shall be made showing all revenues received on account of the operation of said sewage works and all disbursements made therefrom and all transactions relating to said sewage works. Copies of all such statements and reports shall be kept on file in the office of the Sanitary District.

If the Bonds are subject to the Rule, a Continuing Disclosure Undertaking Agreement ("Undertaking") for the Bonds is hereby authorized and approved by the Board, and the Mayor and Controller are hereby authorized and directed to complete, execute and attest the same on behalf of the Sanitary District. Notwithstanding any other provisions of this resolution, failure of the Sanitary District to comply with the Undertaking shall not be considered an event of default under the Bonds or this resolution.

If any Bonds or BANs are sold to the Authority through the SRF Program, the Sanitary District shall establish and maintain the books and other financial records of the Projects (including the establishment of a separate account or subaccount for the Projects) and the sewage works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 11. Use of Proceeds. The accrued interest received at the time of the delivery of the Bonds and premium, if any, shall be deposited in the Bond Fund (the "Bond Fund"). The remaining proceeds from the sale of the Bonds, to the extent not used to refund the BANs, if issued, and BAN proceeds shall be deposited in a bank or banks which are legally designated depositories for the funds of the Sanitary District, in a special account or accounts to be designated as "Terre Haute Sanitary District, Sewage Works (GO) Construction Account" (the "Construction Account"). All funds deposited to the credit of said Bond Fund or Construction Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, IC 5-1.2-1 through 5-1.2-4 and IC 5-1.2-10, and the acts amendatory thereof and supplemental thereto. The funds in the Construction Account shall be expended only for the purpose of paying the cost of the Project, refunding the BANs, if issued, funding capitalized interest, if necessary, or as otherwise required by the Act, or for the expenses of issuance of the Bonds or BANs. The cost of obtaining the legal services of Bose McKinney & Evans LLP shall be considered as a part of the cost of the Projects on account of which the BANs and Bonds are issued.

Any balance or balances remaining unexpended in such special account or accounts after completion of the Projects, which are not required to meet unpaid obligations incurred in connection with such Projects, shall in accordance with and pursuant to IC 5-1-13, as amended and supplemented, be (i) paid into the Bond Fund and used solely for the purposes of said Bond Fund or (ii) used for any other purposes authorized by IC 5-1-13, as amended and supplemented.

With respect to any Bonds sold to the Authority as part of its SRF Program, to the extent that (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the Sanitary District or (b) proceeds remain in the Construction Account and are not applied to the Projects (or any modifications or additions thereto approved by the Department and the Authority), the Sanitary District shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 3 subject to and upon the terms set forth in the Financial Assistance Agreement.

Section 12. Covenant to Levy Special Tax; Sanitary District Bond Fund and STDB Account.

(a) In order to provide for the payment of the principal of and interest on the Bonds, there shall be levied in each year upon all of the taxable property in the Sanitary District, real and personal, and collected a special tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they come due and the proceeds of this tax are hereby pledged pursuant IC 5-1-14-4 solely to the payment of the Bonds. Such tax proceeds

shall be deposited into a separate bond fund designated as the "Terre Haute Sanitary District Bond Fund" (the "Bond Fund"), hereby created, and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges. If and to the extent Allocated Tax Credits should limit the Sanitary District's collection of the Sanitary District Tax Levy to an amount below that necessary to pay the then due debt service on the Bonds from the Bond Fund, the Sanitary District shall deposit to the Bond Fund on the date of payment of the Bonds amounts made available in the STDB Account established and maintained pursuant to the 2018 Revenue Bond Resolution from a STDB Interfund Loan to meet the deficiency in the Bond Fund (the "Deficiency"), provided that any such deposit of Net Revenues to the Bond Fund shall be junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution. The Bond Fund (together with amounts made available in the STDB Account payment of the Bonds pursuant to any STDB Interfund Loan) hereby pledged pursuant IC 5-1-14-4 solely to the payment of the Bonds.

(b) In order to provide for the funding of any Deficiency, there is hereby continued within the Sewage Works Sinking Fund (the "Sinking Fund"), continued pursuant to the 2018 Revenue Bond Resolution, the STDB Account as referenced in Section 16(c) of the 2018 Revenue Bond Resolution (the "STDB Account"). After meeting the requirements of the O&M Fund, the Bond and Interest Account and the Reserve Account (each as continued by, and as defined in, the 2018 Revenue Bond Resolution), there shall be deposited to the STDB Account on or before the last business day of each June and December a sufficient amount of Net Revenues to satisfy the Deficiency amount anticipated to be due on the then next principal and interest payment on the Bonds. If on a payment date on the Bonds there is a Deficiency, amounts on deposit in the STDB Account shall be transferred on such payment date to the Bond Fund as an STDB Interfund Loan in an amount of such Deficiency to provide for the payment of the Bonds (to the extent not paid from funds then on deposit in the Bond Fund). The use of any funds held in the STDB Account pursuant to an STDB Interfund Loan to the Bond Fund shall be in all respects junior and subordinate to the payment of (i) any outstanding or future bonds of the Sanitary District payable solely from the Net Revenues (including the 2018 Revenue Bonds and Outstanding Parity Bonds) and (ii) the funding requirements of any reserve account securing any such revenue bonds, all subject to the requirements of the 2018 Revenue Bond Resolution.

(c) So long as any Bonds are outstanding, unless otherwise directed by the terms of the Account Control Arrangement (as hereinafter defined) in effect from time to time (or unless the Authority shall have consented so long as any BANs or Bonds are held by the Authority), the Sanitary District shall cause, (i) all outstanding STDB Interfund Loans to be subject to repayment in full prior to the last business day of each June and, upon repayment, shall be deposited in the STDB Account and (ii) to the extent the balance from time to time held in the STDB Account on the first business day of each January and July is not required to permit the payment of principal of and interest on the Bonds then due and payable (after considering the balance held the STDB Account on that date), then any such excess balances held in the STDB Account as of the second business day of each January and July shall be transferred from the STDB Account to the Improvement Fund continued under the 2018 Revenue Bond Resolution.

(d) The Sanitary District hereby covenants to seek any and all necessary approvals during the term of the Bonds from the Board and Common Council of the City as may be required by law in connection with any such STDB Interfund Loans from the STDB Account (such approvals, herein "Interfund Loan Resolutions").

(e) Notwithstanding any other provision of this resolution, the Sanitary District will direct the Registrar and Paying Agent that upon any default or insufficiency in the payment of principal of and interest on the Bonds as provided in this resolution, the Registrar will immediately, without any direction, security or indemnity, file a claim with the Treasurer of the State of Indiana for an amount equal to the principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Registrar for deposit with the Registrar.

(f) If the Controller is designated as the Registrar and Paying Agent, the Sanitary District covenants, under IC 6-1.1-20.6-10, to determine if the Bond Fund has sufficient funds to pay the principal of and interest on the Bonds at least five (5) days before such payments are due. If the Bond Fund is not sufficient because of the operation of the Allocated Tax Credits and sufficient Net Revenues are not then available in the STDB Account through an STDB Interfund Loan to offset the Deficiency, the Sanitary District agrees to cause the Controller (i) determine or cause to be determined the amount of the Deficiency in the Bond Fund and (ii) immediately report and file a claim on behalf of the Sanitary District with the Treasurer of the State of Indiana for an amount equal to the Deficiency. In the event of a Deficiency, the Controller on behalf of City and Sanitary District shall take all steps necessary to mitigate and offset any insufficiency of funds to provide for the full and timely payment of the principal of and interest on the Bonds when due caused by Allocated Tax Credits including by causing the Sanitary District Tax Levy to pay the principal of and interest on the Bonds to be designated and treated as "protected taxes" and "debt service obligations of a political subdivision" within the meaning and to the effect provided for in IC 6-1.1-20.6-9.8 and -10 (and other provisions of the Indiana Code with a similar purpose or effect whether now existing or hereafter enacted).

Section 13. Certain Funds and Accounts to be Held in Trust and/or Controlled.

(a) The Bond Fund created pursuant to this resolution and the STDB Account created pursuant to the 2018 Revenue Bond Resolution and continued pursuant to this resolution (collectively, the "Sewage Works Accounts") may be held in trust or controlled by use of one or more agreements and/or account designations with or at one or more financial institutions that may from time to time be holding any of the Sanitary District's revenues, tax receipts, funds or accounts (each an "Account Control Arrangement"), which shall be in a form, and with a financial institution, acceptable to the Authority.

(b) If the Bond Fund and STDB Account are so held in trust or otherwise controlled under any Account Control Arrangement, the Sanitary District (including the Controller on behalf of the Sanitary District) shall transfer the required amounts of funds from property tax receipts and Net Revenues to the Bond Fund and STDB Account, respectively, in accordance with Section 12 hereof, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the Bonds. If the

Construction Account is so held in trust or otherwise controlled under any Account Control Arrangement, the Sanitary District (including the Controller on behalf of the Sanitary District) shall deposit the proceeds of the Bonds therein until such proceeds are applied consistent with this resolution and any related Financial Assistance Agreement. The Sanitary District (including the Controller on behalf of the Sanitary District) shall cause all funds from property tax receipts and Net Revenues to be deposited, held and applied in the Sewage Works Accounts in strict conformity with and consistent with this resolution and any such Account Control Arrangement applicable thereto existing from time to time that has been approved by the Authority.

(c) Any financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for any then outstanding bonds of the Sanitary District and the Bonds. The Mayor and the Controller, individually rather than collectively, are hereby authorized to establish, execute and/or deliver one or more Account Control Arrangements with a financial institution (or amend, supplement or replace one or more existing Account Control Arrangements) to reflect a trust or account arrangement for any such Fund or Account that they shall determine to be necessary or desirable as conclusively evidenced by any agreement or account designation as either may approve (subject to the further approval of the Authority) consistent with the terms and provisions of this resolution. The use and application of any amounts held from time to time in any Account Control Arrangement shall be in strict conformity with the terms thereof, and no such Account Control Arrangement (whether now existing or hereafter entered into or created) shall be amended, replaced or terminated without the prior written consent of the Authority.

(d) The Sanitary District shall, to the extent permitted by law, indemnify and hold the Authority harmless from any costs, expense or liability incurred by or imposed on the Authority as a result of the Authority taking, or failing to take, any action permitted under any Account Control Arrangement existing from time to time.

Section 14. Investment of Funds. The Board is hereby authorized to invest moneys pursuant to IC 5-1-14-3 and the provisions of this resolution (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the Bonds and BANs under federal law. The Board shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of the resolution, the Board is hereby authorized and directed to employ consultants or attorneys from time to time to advise the Sanitary District as to requirements of federal law to preserve the tax exclusion. The Board may pay any fees as operation expenses of the sewage works.

Section 15. Maintenance of Accounts. The Bond Fund and STDB Account shall be deposited in and maintained as separate accounts from all other accounts of the Sanitary District. All moneys deposited in the Bond Fund and STDB Account shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided that moneys therein may be invested in obligations in accordance with the applicable laws including particularly IC 5-13, IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (as applicable), and in the event of such investment the income therefrom shall become a part of the Bond Fund

and STDB Account invested and shall be used only as provided in this resolution and in the 2018 Revenue Bond Resolution.

Section 16. Maintenance of Books and Records. For any Bonds sold to the Authority as part of its SRF Program, the Sanitary District shall establish and maintain the books and other financial records of the Projects (including the establishment of a separate account or subaccount for the Project) and the sewage works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 17. Defeasance of Bonds. If, when any of the Bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or any portion thereof for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds or any portion thereof and coupons then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of the special taxes to be levied upon all of the taxable property in the Sanitary District or proceeds of any STDB Interfund Loan to the extent herein provided.

Section 18. Rate Covenant. The rate covenant set forth in Section 21 of the 2018 Revenue Bond Resolution is incorporated herein by reference and shall be in effect with respect to the Bonds so long they remain outstanding.

Section 19. Further Covenants of the Sanitary District; Maintenance, Insurance and Contract with Bondholders. For the purpose of further safeguarding the interests of the holders of the BANs and Bonds, it is specifically provided as follows:

(a) All contracts let by the Sanitary District in connection with the construction of the Projects shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) The Projects shall be constructed under the supervision and subject to the approval of such competent engineer as shall be designated by the Sanitary District. All estimates for work done or material furnished shall first be checked by the engineer and approved by the Sanitary District.

(c) So long as any of the BANs or Bonds herein authorized are outstanding, the Sanitary District shall at all times maintain its sewage works in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds and BANs are outstanding, the Sanitary District shall maintain insurance on the insurable parts of the system, of a kind and in an amount such as is usually carried by private corporations engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. If any Bonds or BANs are sold to the Authority as part of its SRF Program, such insurance shall be acceptable to the Authority. If the Bonds and BANs are not sold to the Authority as part of its SRF Program, then as an alternative to maintaining such insurance, the Sanitary District may maintain a self-insurance program with catastrophic or similar coverage so long as such program meets the requirements of any applicable laws or regulations and is maintained in a manner consistent with programs maintained by similarly situated municipalities. All insurance proceeds and condemnation awards shall be used to replace or repair the sewage works, unless the Authority consents to a different use if any Bonds or BANs are sold to the Authority as part of its SRF Program.

(e) So long as any of the BANs or Bonds are outstanding, the Sanitary District shall not mortgage, pledge or otherwise encumber such works, or any part thereof, and shall not sell, lease or otherwise dispose of any part of the same, excepting only such machinery, equipment or other property as may become worn out or obsolete, or shall no longer be necessary for use in connection with said utility; provided, however, the Sanitary District shall obtain the prior written consent of the Authority if any BANs or Bonds are sold to the Authority as part of its SRF Program.

(f) If any BANs or Bonds are held by the Authority, the Sanitary District shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the sewage works other than for normal operating expenditures; (ii) borrow any money (including without limitation any loan from other utilities by the Sanitary District) in connection with the sewage works; (iii) make any interfund loan (including any STDB Interfund Loan) from the income and revenues of the sewage works to any account of the Sanitary District available to pay the principal of or interest on any Bonds in excess of the balance held in the STDB Account or in manner that is inconsistent with any Interfund Loan Resolution, (iv) make any interfund loan from the income and revenues of the sewage works to any account of the City or (v) make any transfers of Net Revenues to any account of Sanitary District available to pay the principal of or interest on any Bonds other than by operation of the STDB Account as provided in Section 12(b) and subject to the requirements of the 2018 Revenue Bond Resolution. Notwithstanding anything herein to the contrary, no STDB Interfund Loans or any other transfers shall be made from the income and revenues of the sewage works (for the avoidance of doubt, this does not include property tax receipts from the special benefits tax levy to pay debt service on the Bonds) to the Bond Fund to pay the principal of or interest on the Bonds if amounts held in the Sinking Fund under the 2018 Revenue Bond Resolution (without regard to amounts in the STDB Account) or the O&M Fund are less than the required balances as of the date any proposed STDB Interfund Loans or any other proposed transfers to any account of Sanitary District available to pay the principal of or interest on the

Bonds. If any BANs and Bonds are held by the Authority, any Interfund Loan Resolution from time to time in effect shall not be amended, supplemented or replaced without the prior written consent of the Authority.

(g) The Sanitary District shall take all action or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid, solid waste and sewage is produced with available sanitary sewers. The Sanitary District shall, insofar as possible, and to the extent permitted by law, cause all such sanitary sewers to be connected with said sewage works.

(h) The provisions of this resolution shall constitute a contract by and between the Sanitary District and the owners of the Bonds and BANs herein authorized, and after the issuance of said Bonds or BANs, this resolution shall not be repealed or amended in any respect which will adversely affect the rights of the owners of the Bonds or BANs nor shall the Board adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds, BANs or the interest thereon remain unpaid. Except for the changes set forth in Section 21(a)-(f), this resolution may be amended, however, without the consent of BAN or Bond owners, if the Board determines, in its sole discretion, that such amendment would not adversely affect the owners of the BANs or Bonds; provided, however, that if any Bonds or BANs are sold to the Authority as part of its SRF Program, the Sanitary District shall obtain the prior written consent of the Authority.

(i) The provisions of this resolution shall be construed to create a trust in the proceeds of the sale of the Bonds and BANs herein authorized for the uses and purposes herein set forth, and the owners of the Bonds and BANs shall retain a lien on such proceeds until the same are applied in accordance with the provisions of this resolution and of said governing Act. The provisions of this resolution shall also be construed to create a trust in the special benefits taxes and, if and to the extent deposited therein, the STDB Interfund Loans herein directed to be set apart and paid into the Bond Fund from the STDB Account for the uses and purposes of said Bond Fund as in this resolution set forth. The owners of the Bonds shall have all the rights, remedies and privileges set forth in the provisions of the governing Act hereinbefore referred to, including the right to have a receiver appointed to administer the sewage works, in the event the Sanitary District shall fail or refuse to fix and collect sufficient rates and charges for those purposes, or shall fail or refuse to operate and maintain said system and to apply properly the revenues derived from the operation thereof, or in the event of default in the payment of the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this resolution or the governing Act.

(j) For purpose this section, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the Sanitary District to use property in exchange for periodic payments made from the revenues of the sewage works, whether the Sanitary District desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation lease, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 20. Tax Covenants. In order to preserve the exclusion of interest on the Bonds and BANs from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds or BANs, as the case may be ("Code") and as an inducement to purchasers of the Bonds and BANs, the Sanitary District represents, covenants and agrees that:

(a) The sewage works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the Sanitary District or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or BANs or property financed by the Bond or BAN proceeds other than as a member of the general public. No person or entity other than the Sanitary District or another state or local governmental unit will own property financed by Bond or BAN proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds or BANs, as the case may be. If the Sanitary District enters into a management contract for the sewage works, the terms of the contract will comply with Internal Revenue Service Revenue Procedure 2017-13, as it may be amended, supplemented or superseded for time to time, so that the contract will not give rise to private business use under the Code and the Treasury Regulations promulgated thereunder, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds or BANs, as the case may be.

(b) No more than 10% of the principal of or interest on the Bonds or BANs is (under the terms of the Bonds or BANs, this resolution or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments (whether or not to the Sanitary District) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond or BAN proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond or BAN proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond or BAN proceeds.

(d) The Sanitary District reasonably expects, as of the date hereof, that the Bonds and BANs will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above during the entire term of the Bonds or BANs, as the case may be.

(e) No more than 5% of the proceeds of the Bonds or BANs will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government

use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The Sanitary District will not take any action nor fail to take any action with respect to the Bonds or BANs that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds or BANs pursuant to Section 103 of the Code, nor will the Sanitary District act in any other manner which would adversely affect such exclusion. The Sanitary District covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds or BANs to be treated as private activity bonds under Section 141 of the Code.

(g) It shall not be an event of default under this resolution if the interest on any Bond or BAN is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds or BANs, as the case may be.

(h) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds or BANs, as the case may be.

(i) The Sanitary District represents that it will rebate any arbitrage profits to the United States of America in accordance with and to the extent required by the Code.

Section 21. Amendments with Consent of Bondholders. Subject to the terms and provisions contained in this Section and Section 19(h), and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this resolution and then outstanding shall have the right, from time to time, anything contained in this resolution to the contrary notwithstanding, to consent to and approve the adoption by the Sanitary District of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Sanitary District for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that if any Bonds or BANs are sold to the Authority as part of its SRF Program, the Sanitary District shall obtain the prior written consent of the Authority; and provided, further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any Bond issued pursuant to this resolution; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the special tax ranking prior to the pledge thereof created by this resolution; or

(d) A preference or priority of any Bond or Bonds issued pursuant to this resolution over any other Bond or Bonds issued pursuant to the provisions of this resolution; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution; or

(f) The extension of mandatory sinking fund redemption dates, if any.

If the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental resolution shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Board of the Sanitary District, no owner of any Bond issued pursuant to this resolution shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Sanitary District or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Sanitary District and all owners of Bonds issued pursuant to the provisions of this resolution then outstanding, shall thereafter be determined exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this resolution, the rights and obligations of the Sanitary District and of the owners of the Bonds authorized by this resolution, and the terms and provisions of the Bonds and this resolution, or any supplemental resolution, may be modified or altered in any respect with the consent of the Sanitary District and the consent of the owners of all the Bonds issued pursuant to this resolution then outstanding.

Section 22. Issuance of BANs. The Sanitary District, having satisfied all the statutory requirements for the issuance of its Bonds, may elect to issue its BAN or BANs pursuant to a Bond Anticipation Note Purchase Agreement (the "Purchase Agreement") to be entered into between the Sanitary District and the purchaser of the BAN or BANs. If the BANs are sold to the Authority as part of its SRF Program, the Financial Assistance Agreement shall serve as the Purchase Agreement. The Board hereby authorizes the issuance and execution of the BAN or BANs in lieu of initially issuing the Bonds to provide interim financing for the Projects until permanent financing becomes available. It shall not be necessary for the Sanitary District to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

The Mayor and the Controller are hereby authorized and directed to execute a Purchase Agreement or Financial Assistance Agreement (and any amendments made from time to time) in such form or substance as they shall approve acting upon the advice of counsel. The Mayor, the Controller and officers of the Sanitary District may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 23. Resolution to be Filed with Controller. The Secretary to the Board of Sanitary Commissioners is hereby directed to file a certified copy of this resolution with the Controller for preparation of the Bonds.

Section 24. Tax Exemption. Notwithstanding any other provisions of this resolution, the covenants and authorizations contained in this resolution (the "Tax Sections") which are designed to preserve the exclusion of interest on the BANs and Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the Sanitary District receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption. At the time of delivery of the BANs or Bonds, the President or Controller will execute post-issuance compliance procedures with respect to the BANs or Bonds, as the case may be, relating to continued compliance of the Sanitary District with respect to the Tax Sections to preserve the Tax Exemption.

Section 25. Debt Limit Not Exceeded. The Sanitary District represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the Sanitary District, will not exceed any applicable constitutional or statutory limitation on the Sanitary District's indebtedness.

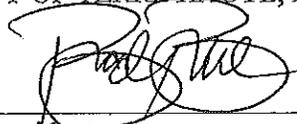
Section 26. Approval of Authority to Issuance of Bonds. Pursuant to the requirements of the 2018 Revenue Bond Resolution, the Sanitary District represents that any Bonds issued hereunder require the approval of the Authority prior to their issuance and covenants to obtain such approval of the Authority prior to their issuance.

Section 27. Conflicting Resolutions. All resolutions and parts of resolutions in conflict herewith are hereby repealed, provided, however, that this resolution shall not be construed as modifying, amending or repealing the resolutions authorizing any outstanding bonds of the Sanitary District payable solely from Net Revenues of the sewage works. This resolution amends and restates in its entirety Resolution No. 5-2017 adopted by the Board on August 15, 2017.

Section 28. Effective Date. This resolution shall be in full force and effect from and after its passage.

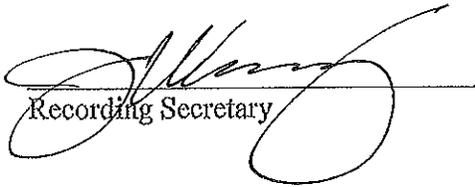
Adopted this 4th day of December, 2018.

BOARD OF SANITARY COMMISSIONERS
SANITARY DISTRICT OF THE
CITY OF TERRE HAUTE, INDIANA



President

ATTEST:



Recording Secretary

EXHIBIT A

Description of Projects

The Projects, which constitute Phase II of the Terre Haute Long Term Control Plan (the "LTCP"), consist of three projects including (i) the reconstruction of the main liftstation, (ii) phase II of the high rate treatment facility, and (iii) introduction of green infrastructure projects in the north basin of the combined sewer watershed area. The main liftstation project consists of replacement/relocation of the City's main lift facility and will increase its pumping capability to accommodate the wastewater treatment plant as well as both phases of the high rate treatment facility. The high rate treatment facility project will include an expansion of the existing satellite treatment facility that will double its capacity in order to treat two times the overflow volume and keep it from being overflowed to the Wabash River. The last project for Phase II of the LTCP is the introduction of green infrastructure which will reduce the amount of runoff entering the combined sewer system in the north basin of the City's combined sewer system and will potentially reduce cost in future phases of the LTCP.

The Projects are being constructed in response to and in conformance with the rulings of the Vigo County Circuit Court approving and entering into an agreed judgement as final judgement between the City and the Indiana Department of Environmental Management in connection with the City's operation of the sewage works. Pursuant to the rulings, the City agreed to implement the LTCP to comply with the federal Environmental Protection Agency's 1994 Combined Sewer Overflow policy and the federal Clean Water Act. The Projects to be financed with the proceeds of the Bonds are part of the LTCP.

EXHIBIT B

Form of Financial Assistance Agreement

**STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM**

FINANCIAL ASSISTANCE AGREEMENT made as of this ___ day of _____ by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the Sanitary District of the City of Terre Haute, Indiana (the "Participant" or the "District"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-9-25, and the City of Terre Haute, Indiana (the "City") through whom certain undertakings are herein made, witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund"); and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has previously entered into three Financial Assistance Agreement with the Finance Authority, dated as of March 25, 2011, November 12, 2012 and September 7, 2018 (each individually a "Prior SRF Agreement" and, collectively, the "Prior SRF Agreements"), to borrow money from the Wastewater SRF Program to construct and acquire separate projects (as described and defined in the Prior Agreements); and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Participant is also entering into a Brownfield Loan Agreement with the Finance Authority, dated November 12, 2012 (together with the Prior SRF Agreement, collectively, the "Other Agreements"), to borrow money from the Brownfield Program to construct and acquire a portion of the Project; and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms shall, for all purposes of this Agreement, have the following meaning:

“Agency” shall mean the United States Environmental Protection Agency or its successor.

“Asset Management Program” means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

“Authorizing Instrument(s)” shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the Board pursuant to which the Bonds are issued in accordance with State law, and herein shall including the Bond Resolution.

“Authorized Representative” shall mean the Controller or the District Manager or such other officer, official, or representative of the Board duly authorized to act for and on behalf of the Participant as provided for herein.

“Board” shall mean the Board of Sanitary Commissioners of the Participant.

“Bond” or **“Bonds”** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

“Bond Fund” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

“Bond Resolution” shall mean as applicable (a) the District’s Amended and Restated Bond Resolution No. 2, adopted on July 17, 2018 (the “July 2018 Bond Resolution”) and/or (b) the District’s Amended and Restated Bond Resolution No. ____, adopted on December 4, 2018 (the “December 2018 Bond Resolution”).

“Business Day” shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

“Clean Water Act” shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

“Construction Fund” shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

“Credit Instrument” means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

“Credit Provider” means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

“Department” shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

“Deposit Agreement” shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

“Deposit Agreement Counterparty” shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

“Director of Environmental Programs” shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which

designation includes such Director's assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person's designee.

"Disbursement Agent" shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

"Disbursement Request" shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

"Eligible Cost" shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

"Finance Authority" shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

"Finance Authority Bonds" shall mean (A) any Indiana Bond Bank State Revolving Fund Program Bonds issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture and (B) any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

"Financial Assistance" shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

"Fiscal Sustainability Plan" means in connection with a project that provides for the repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

"Interfund Loans" shall mean loans made from time to time pursuant to the Interfund Loan Resolutions.

"Interfund Loan Resolutions" shall mean the District's Resolution No. 1-2018, adopted on June 5, 2018 and the City's Common Council Resolution No., 9, 2018, which authorize the making of Interfund Loans.

“Loan” shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant’s Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

“Loan Reduction Payment” shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

“Net Revenues” shall have the meaning ascribed to such term in the Bond Resolution.

“Non-Use Close-out Date” shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant’s Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

“Non-Use Fee” shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant’s Construction Fund by the Non-Use Assessment Date.

“Non-Use Assessment Date” shall mean _____ 1, 2021 and the first day of each sixth (6th) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

“Operation and Maintenance” shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

“PILOTs” shall have the meaning ascribed to such term in the Bond Resolution.

“PILOTs Request” shall mean a request by the District and City to make a PILOTs payment in substantially the form set out in the attached Exhibit G, which is incorporated herein by this reference, or in such other form as may be requested or permitted by the Finance Authority in its discretion.

“Plans and Specifications” shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

“Preliminary Engineering Report” shall mean the information submitted by the Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

“Project” shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

“Purchase Account” shall mean the account by that name created by the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

“Settlement Costs” shall mean any and all fees, costs, losses or expenses incurred (or estimated to be incurred) by the Finance Authority resulting or arising from a Loan Reduction Payment (including without limitation interest and earnings differentials when the Finance Authority seeks to lend such Loan Reduction Payment to another Wastewater SRF Program borrower). In connection with the Loan made pursuant to this Agreement, there are agreed to be no Settlement Costs.

“Settlement Fee” shall mean a fee payable by the Participant to the Finance Authority to compensate the Finance Authority for its Settlement Costs in circumstances where there has been a Loan Reduction Payment.

“SRF Policy Guidelines” shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

“State” shall mean the State of Indiana.

“Substantial Completion of Construction” shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

“System Development Charges” shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

“Treatment Works” shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

“Trustee” shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

“2016 BANs” shall mean the City of Terre Haute, Indiana Taxable Sanitary District Bond Anticipation Notes, Series 2016, dated February 10, 2016, originally issued in the aggregate principal amount of \$6,000,000, which are not secured by the net revenues of the sewage works, except as to interest only on a junior and subordinate basis to the Bonds.

“2014 Appropriations Act” shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

“Wastewater SRF Fund” shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

“Wastewater SRF Indenture” shall mean the Sixth Amended and Restated Wastewater SRF Trust Indenture, dated as of April 1, 2007 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

Section 1.02. Application of Defined Terms in Their Context. The terms set forth in Section 1.01 shall, for all purposes of this Agreement, be applied in the context in which they may be used and where a term and context may be applied as a separate undertaking by both the District and the City, each such undertaking shall be applied as broadly as possible so as to be interpreted as an undertaking of each such party.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The Finance Authority agrees to Loan an amount not to exceed _____ Dollars (\$) _____ in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: Terre Haute Sewage Works, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of _____ percent (____%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on January 1 and July 1 of each year, commencing July 1, 2019. The Bonds will be in the aggregate principal amount of _____ Dollars (\$_____). Subject to Section 2.05 and 2.06 herein, the Bonds will mature on January 1 and July 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is twenty (20) years after Substantial Completion of Construction. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

Section 2.03. Disbursement Conditions. Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole

discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Treatment Works and if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds).

Section 2.04. Disbursement Procedures. Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

Section 2.05. Effect of Disbursements. Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be

immediately paid by the Participant to the Disbursement Agent (and if made from any amounts held in the Construction Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement. (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, and to pay a Settlement Fee, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided, unless otherwise approved by the Finance Authority, any such reimbursement shall be limited to the amount thereof that the Participant causes to be used to pay the Settlement Fee. If the Participant fails to make such Loan Reduction Payment or to pay a Settlement Fee by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment together with any Settlement Fee payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

Section 3.01. Planning, Design and Construction Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

- (a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.
- (b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.
- (c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)
- (d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.
- (e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority of the Preliminary Engineering Report.
- (f) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.
- (g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.
- (h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.
- (i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval

from the Director of Environmental Programs of any Project change order which significantly changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

Section 3.02. General Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this

subsection was a condition of the Loan. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq.*, the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(m) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(n) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(o) In any year in which total expenditures of Federal financial assistance received from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(p) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a. "Super Circular") matters in which SRF Federal financial assistance was less than \$750,000.

(q) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(r) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument

shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(s) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(t) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(u) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(v) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all

obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(w) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit D).

Section 3.02.A. Additional Covenants. Each Participant hereby covenants and agrees with the Finance Authority that they will comply with the following (and represents and warrants as to such matters as if each were also set forth in Section 3.03 herein):

(a) As the holder of the Bonds issued pursuant to the December 2018 Bond Resolution, the Finance Authority may take any action at law or in equity to cause the Participant to comply with the requirements and provisions of each Bond Resolution. Without limiting the generality of the foregoing, the Participant shall annually, during the month of each December, commencing in 2019, provide evidence satisfactory to the Finance Authority demonstrating that there are:

- (i) Coverages in compliance with Section 21 (b) of the July 2018 Bond Resolution; and
- (ii) By January 1, 2021, amounts in its Improvement Fund are expected to be sufficient in amount and timing to permit it to cause the entire outstanding principal balance of the 2016 BANs to be retired (and to permit it to pay all accruing interest due thereon) on or prior to its January 1, 2021 maturity date, all in compliance with Section 24 (l) of the July 2018 Bond Resolution and the outstanding 2016 BANs; and

(b) Neither the City nor the Sanitary District shall permit any loans to be made from any funds and accounts of the Treatment Works other than Interfund Loans made from the Improvement Fund for the purposes set out and in conformity with Section 15 (c) of the July 2018 Bond Resolution and Section 12 (b) of the December 2018 Bond Resolution. Unless otherwise consented to by the Finance Authority, the City and the Sanitary District shall only cause Interfund Loans to be made and repaid in conformity with the schedules attached as Exhibit A to the most recent PILOTs Request that has been consented to by the Finance Authority. The District shall comply with terms and provisions of its Special Taxing District Bond Account and STBB Accounts (each as set forth in Sections 15(c) and 17 of the July 2018 Bond Resolution and in Sections 12(b) and 13 of the December 2018 Bond Resolution) and which shall be consistent with the preceding sentence.

(c) Neither the City nor the Sanitary District shall permit any PILOTs payments to occur other than following the submission of a PILOTs Request that is consented to by the Finance Authority. Unless otherwise consented to by the Finance Authority, each PILOTs Request shall be in conformity with the following:

- (i) PILOTs payments, if any, shall only be made semiannually, which semiannual installments shall be respectively made no sooner than the 1st day of June or December (as applicable) and no later than the 15th day of July or January (that follows as applicable).
- (ii) Prior to making any PILOTs payment it shall be demonstrated to the satisfaction of the Finance Authority that:

- (A) the Bond and Interest Account (as continued pursuant to the July 2018 Bond Resolution, as hereafter supplemented and amended with the consent of the Finance Authority) has been funded in an aggregate available amount that is sufficient to pay all principal and interest due on the July 1 that follows any PILOTs payment made during June or the January 1 that follows any PILOTs payment made during December;

- (B) the Reserve Account (as continued pursuant to the July 2018 Bond Resolution, as hereafter supplemented and amended with the consent of the Finance Authority) is funded to a level that is consistent with its requirements as of the date of any requested PILOTs payment;

- (C) the Special Taxing District Bond Account and STBB Accounts (each as set forth in Sections 15(c) and 17 of the July 2018 Bond Resolution and in Sections 12(b) and 13 of the December 2018 Bond Resolution) has been funded in an aggregate available amount that is sufficient to pay all principal and interest due on the July 1 that follows any PILOTs payment made during June or the January 1 that follows any PILOTs payment made during December; and

- (D) sufficient funds are available to the Participant after the making of any requested PILOTs payment to permit it to comply with subsection (d) of this Section in respect of actions scheduled for the months of:

- (1) June/July as set out in Exhibit A to the most recent PILOTs Request that has been consented to by the Finance Authority prior to making any PILOTs payment the District desires to make in advance of such scheduled June/July actions; and

- (2) December/January as set out in Exhibit A to the most recent PILOTs Request that has been consented to by the Finance Authority prior to making any PILOTs payment the District desires to make in advance of such scheduled December/January actions.

(d) The Policies and Procedures (as defined and described in the attached Exhibit E) have been agreed to by the City and the Board. The City have agreed that the Sanitary District and its Board are vested with the full authority, control and obligations related to the Treatment Works including all financial, managerial and operational aspects thereof. Neither the City nor the Sanitary District shall act in a manner contrary to such Policies and Procedures.

(e) As of the date of this Agreement, all of the funds and accounts of the Sanitary District are held in a banking account that is exclusively in the name of the Sanitary District, which banking account shall separate and distinct from the banking accounts held in the name of the City. As of the date of this Agreement, the financial records and accounts and the cash receipts and disbursement accounting and payables systems of the District exist separate and apart from the financial records and accounts and the cash receipts and disbursement accounting and payables systems of the City and will be hereafter maintained as separately and distinctly.

(f) From the dated date of the Prior SRF Agreement dated September 7, 2018 (the "July 2018 FAA") to the date of this Agreement, each Participant has complied with the Control Agreement Authority (as defined and described in the attached Exhibit F to the July 2018 FAA) (the "July 2018 Control Agreement") as their binding enforceable agreement with the Bank and the Finance.

(g) From and after the date of this Agreement, each Participant has agreed to and entered into an amended and restated Control Agreement (as contained in Exhibit F attached thereto) (the "December 2018 Control Agreement"), as their binding enforceable agreement with the Bank and the Finance Authority (each as defined and described in the attached Exhibit F thereto), which as of the date of this Agreement amends, restates and replaces July 2018 Control Agreement in its entirety.

(h) Each Participant shall comply with, and shall not act in any manner that is contrary to, the terms and conditions set forth in the December 2018 Control Agreement.

Section 3.03. Representations and Warranties of the Participant. After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under state law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57 and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-25.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted the Authorizing

Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV - DEFAULTS

Section 4.01. Remedies. The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

Section 4.03. Defaults under other Financial Assistance Agreements. The Participant and the Finance Authority agree that any event of default occurring under any of the Other Agreements shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Other Agreements and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term "including" herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

Section 5.03. No Waiver. Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto. This Agreement shall not be deemed to be a merger or integration of the existing terms under the Other Agreements except as expressly set forth in Section 4.03 herein.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the

Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

Sanitary District of the City of Terre Haute, Indiana
17 Harding Avenue
Terre Haute, IN 47807
Attention: District Manager

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the

Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than ten (10) days after any request), any Settlement Fee; (4) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (5) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (6) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to \$60,000, which may be paid from a Loan disbursement.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

Section 5.12. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

Section 5.13. Federal Award Information. The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

**SANITARY DISTRICT OF THE CITY OF
TERRE HAUTE, INDIANA**

“Participant”

By: _____

Printed: _____

Title: _____

Attest: _____

CITY OF TERRE HAUTE, INDIANA

“City”

By: _____

Printed: _____

Title: Mayor _____

Attest: _____

City Controller

INDIANA FINANCE AUTHORITY

“Finance Authority”

By: _____

James P. McGoff
Director of Environmental Programs

Attested by Finance Authority Staff:

By: _____

EXHIBIT A

The Project of the Treatment Works involves the Main Lift Station Replacement and High Rate Treatment Phase II projects, which phase is part of Terre Haute's Combined Sewer Overflow (CSO) – Long Term Control Plan (LTCP) which includes: increasing capture from the combined sewer area 003 via a 120-inch diameter Turner Street sewer; closing CSO 003; expanding the High Rate Treatment/Clarification facility by 16.25 million gallons per day (MGD) to 32.5 MGD; and replacing the Main Lift Station at CSO 002 and the 48-inch force main to the wastewater treatment plant.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

EXHIBIT B - Principal Payment Schedule

Maturity Date	Total Loan Principal Amount
07/01/19	
01/01/20	
07/01/20	
01/01/21	
07/01/21	
01/01/22	
07/01/22	
01/01/23	
07/01/23	
01/01/24	
07/01/24	
01/01/25	
07/01/25	
01/01/26	
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01/01/32	
07/01/32	
01/01/33	
07/01/33	
01/01/34	
07/01/34	
01/01/35	
07/01/35	
01/01/36	
07/01/36	
01/01/37	
07/01/37	
01/01/38	
07/01/38	
01/01/39	
Total	

EXHIBIT C
Credit Instrument

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

Exhibit D
Additional Terms

- A. *The following additional terms in this Paragraph A (related to costs of Planning or Design being treated as Eligible Costs under this Agreement and the related defined terms) are NOT applicable to the Loan:*

“Equivalency Project” shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2018 (or such later federal fiscal year as the Finance Authority may otherwise designate).

“A/E Services” shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

- B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are NOT applicable to the Loan:*

“GPR Projects” shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

“GPR Projects Adjustment Fee” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the amount referenced in the Participant’s business case or categorical exclusion posted at www.srf.in.gov), all as determined by the Finance Authority.

“GPR Projects Expenditures” shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant’s business case or categorical exclusion, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. Within ninety (90) days following Substantial Completion of Construction, the Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting GPR Projects prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are NOT applicable to the Loan:*

“Non-point Source Adjustment Fee” shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant’s business case or categorical exclusion posted at www.srf.in.gov), all as determined by the Finance Authority.

“Non-point Source Expenditures” shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

“Non-point Source Projects” shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the amount referenced in the Participant’s business case or categorical exclusion, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the

Loan. Within ninety (90) days following Substantial Completion of Construction, the Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures.

[End of Exhibit D]

Terre Haute Sanitary District

Policies and Procedures Respecting Management and Control of the Sewage Works of the Sanitary District

Pursuant to Indiana Code 36-9-25, as amended (the "Act"), which has been adopted by the Common Council of the City of Terre Haute, Indiana (the "City") to apply to the City¹, the Board of Sanitary Commissioners of the Sanitary District of the City (the "Sanitary District") has exclusive management and control of the sewage works of the Sanitary District.² In accordance with its obligations under the Act, the Board of Sanitary Commissioners of the Sanitary District (the "Board") has prepared these policies and procedures respecting the management and control of the sewage works of the Sanitary District (the "Policies and Procedures") to set forth in summary fashion the general authority and obligations of the Board in carrying out its duties under the Act. The Policies and Procedures are derived from the Board's authority under the Act and are in no way to be viewed as limiting or restricting the authority of the Board vested to it under the Act but are instead to be viewed as highlighting certain key aspects of such authority.

Authority over Sewage Works

The Board has exclusive authority to manage and control all sewage works of the District.³ The sewage works includes all (i) sewage treatment plants, (ii) intercepting sewers, (iii) main sewers, (iv) submain sewers, (v) local sewers, (vi) lateral sewers, (vii) outfall sewers, (viii) storm sewers, (ix) force mains, (x) pumping stations, (xi) ejector stations and (xii) any other structures necessary or useful for the collection, treatment, purification and sanitary disposal of the liquid waste, solid waste, sewage, storm drainage and other drainage of the City.⁴ In carrying out its functions, the Board may purchase, acquire, construct, reconstruct, operate, repair and maintain all sewage works.⁵

Additional Powers and Duties of Board

Pursuant to the Act, the Board has the following powers and duties in carrying out its obligation to manage and control all sewage works of the Sanitary District:

- If needed for the sewage works, condemn, appropriate, lease, rent, purchase, and hold any real or personal property within the Sanitary District or within 5 miles outside boundaries of the Sanitary District;
- Enter lots or lands for surveying property to determine the location of sewage works or other facilities necessary in connection with the operation of the sewage works;
- Design, order, contract for, construct, reconstruct, and maintain the sewage works;
- Build or have built roads, levees, walls, other structures, or lagoons necessary or desirable in connection with the sewage works;

¹ Section 9-3 of Terre Haute City Code.

² Indiana Code 36-9-25-9.

³ Indiana Code 36-9-25-9.

⁴ Indiana Code 36-9-1-8.

⁵ Indiana Code 36-9-1-8.

- Regulate the discharge of sewage and trade waste from business owners and related facilities into the sewage works to prevent discharges that may interfere with the operation of the sewage works (this includes authority to review plans for privately constructed plants and facilities to preliminary treat any such discharge to the sewage works);
- Build or have built plants and all appurtenances for the treatment of sludge, pressing of sludge or converting sludge into fertilizer;
- Sell any byproducts from the sewage works;
- Compel property owners/holders which are discharging sewer to connect to the sewage works;
- Construct regulating devices in connection with combined sewers;
- Construct an incinerating or reduction plant in connection with the disposal of garbage, operate such a plant and sell byproducts therefrom
- Take charge of real and personal property in connection with the sewage works and any trash collection;
- Collect and remove, or contract for the collection and removal of, all garbage and have facilities constructed for the collection and disposal thereof;
- Enter into contracts in the name of the City with the approval of the Mayor;
- Employ staff and consultants in carrying out the duties of the Board;
- Adopt resolutions, rules and bylaws necessary to carry out its duties;
- Establish and collect fees for the use of the sewage works system;
- Sue or be sued in the name of the City; and
- Pay for services and other expenses by the issuance of bonds and temporary loans or from funds on hand.⁶

Contracts Relating to Sewage Works

Any and all contracts relating to the sewage works shall be subject to the prior approval of the Board. As the entity charged with the management and control of the sewage works, it is incumbent upon the Board to be aware of and approve all contracts relating to the sewage works. Consequently, contracts relating to the purchase or lease of property (real and/or personal), disposition of property (whether by lease or sale), construction of works, employment of personnel (including consultants), sale of byproducts, use of the sewage works (including treatment), management of the sewage works, and any such other contracts which concern the sewage works must be approved by the Board. The Board may, in its discretion, establish minimum threshold dollar amounts for certain contractual related items which do not require Board approval the authority to enter into which may be delegated to a representative of the Board (e.g., the Sanitary District engineer or sewage works Superintendent).

Management of Sewage Works Funds

All funds derived from the operation of the sewage works (including user fees) and from taxation by the Sanitary District for the payment of obligations, belong to the Sanitary District

⁶ Indiana Code 36-9-25-10.

and not to the City.⁷ The expenditure of any funds of the sewage works is subject to payment by the Controller of the City upon approval of the Board.⁸ The Board has complete and exclusive authority to expend money raised from the sewage works and from taxation by the Sanitary District to carry out its duties and responsibilities under the Act.⁹ Consequently, any expenditure of moneys derived from the sewage works or by taxation by the Sanitary District is not valid unless that expenditure has been approved by the Board.

Fees for the Use of the Sewage Works

Pursuant to the Act, the use of and services provided by the sewage works of the District shall be based upon fees established by the Board.¹⁰ Fees established for the use of the sewage works shall be subject to prior approval by resolution of the Board, following a public hearing thereon, and approval by ordinance of the Common Council of the City in accordance with Section 11 of the Act. In connection with any proposed adjustment to the fees for the use of the sewage works of the District, the Board shall first cause to be prepared a rate study or similar financial analysis supporting the proposed fee adjustment, shall then introduce a rate resolution containing the proposed fees based upon the rate study or financial analysis, shall then advertise and hold a public hearing thereon and, finally, after consideration of all public input and other information presented to the Board, consider adoption of the rate resolution. The Board shall not implement any adjusted fees until the Board has adopted its approving resolution as hereinbefore described and the Common Council has adopted its ordinance approving the adjusted fees.

Issuance of Bonds for Sewage Works Projects

The Board may cause to be issue bonds for the payment of sewage works projects of the Sanitary District.¹¹ The bonds may be payable from a tax levy on the Sanitary District or from fees from the use of the sewage works. In connection with the issuance of any such bonds, the Board shall adopt a bond resolution approving the specific terms and conditions of the bonds. With respect to any bonds payable from a tax levy, the approval of the Common Council shall also be required. All of the proceeds from the sale of bonds shall be held in a separate fund and used exclusively for the costs of the project and financing and related costs thereto.¹²

Approval and Construction of Sewage Works Projects

In undertaking the approval and construction of sewage works projects of the Sanitary District, the Board shall approve any such projects by resolution of the Board. In accordance with Section 18 of the Act, the approval of sewage works projects of the Sanitary District shall be subject to the prior approval of the Board by a declaratory resolution, followed by a public hearing on the project and then final confirmation by resolution of the Board. The Board may

⁷ Indiana Code 36-9-25-33 and 36-9-25-37.

⁸ Indiana Code 36-9-25-37.

⁹ Indiana Code 36-9-25-37.

¹⁰ Indiana Code 36-9-25-11.

¹¹ Indiana Code 36-9-25-27.

¹² Indiana Code 36-9-25-28.

advertise for and receive construction bids for projects confirmed by resolution of the Board.¹³ The process for advertising and receiving bids shall be subject to the terms and provisions of Section 26 of the Act.

Requests and Reporting to the Board

With respect to any matters herein described which are subject to the authority of the Board, any individual or entity seeking the Board's approval for an action shall notify the Board in advance through the City Engineer. The City Engineer shall then take the matter under advisement with the Board, taking into account any necessary additional information and advice as the Board deems necessary, and any such matter shall be subject to the prior approval of the Board. As hereinbefore provided, the Board may, as it deems necessary in carrying out the day to day functions and responsibilities of the Board, delegate the authority to approve certain administrative matters to the Sanitary District Engineer and/or Superintendent of the sewage works.

[End of Exhibit E]

¹³ Indiana Code 36-9-25-26.

Exhibit F

WHEREAS, OLD NATIONAL BANK, a national banking association and with an address at 701 Wabash Avenue, Terre Haute, Indiana (the "Bank"), the Participant, with an address at 17 Harding Avenue, Terre Haute, Indiana 47807 and the Finance Authority, with an address at 1 North Capitol Avenue # 900, Indianapolis, Indiana 46204 (collectively, the "Parties") entered into a DEPOSIT ACCOUNT CONTROL AGREEMENT FOR CHECKING ACCOUNTS (the "Control Agreement"), dated as of the date first above written (the "Dated Date"), and the Participant and the Finance Authority are further entering the agreements set forth in this Exhibit F (as part of this Agreement), which among other purposes, are for the purpose of perfecting Finance Authority's security interest by control in certain deposit accounts of the Participant at the Bank; and

WHEREAS, the Parties entered into the Control Agreement to establish collateral security for the Participant's obligations and liabilities to the Finance Authority under the following instruments:

a) resolutions of the Participant as follows: (1) the Participant's Bond Resolution No. 6 adopted by the Board of Sanitary Commissioners of the Participant (the "Board") on March 15, 2011 (the "2011 Bond Resolution"); (2) the Participant's Bond Resolution No. 29 adopted by the Board on October 16, 2012 (the "2012 Bond Resolution"); (3) the Participant's Amended and Restated Bond Resolution No. 2 adopted by the Board on July 17, 2018 (the "2018 Bond Resolution"); and (4) the Participant's Amended and Restated Bond Resolution No. __ adopted by the Board on December 3, 2018 (the "2018 GO Bond Resolution", together with the 2011 Bond Resolution, the 2012 Bond Resolution and the 2018 Bond Resolution, collectively, the "Bond Resolutions");

b) agreements between the Participant and the Finance Authority as follows: (1) the Financial Assistance Agreement dated March 25, 2011 (the "2011 Financial Assistance Agreement"); (2) the Financial Assistance Agreement dated November 12, 2012 (the "2012 Financial Assistance Agreement"); (3) the First Amendment to Financial Assistance Agreements dated February 10, 2016 (the "First Amendment to Financial Assistance Agreements"); (4) the Rider No. 1 to First Amendment to Financial Assistance Agreements dated March 31, 2016 (the "Rider No. 1"); (5) the Financial Assistance Agreement dated September 7, 2018 (the "2018 Revenue Bond Financial Assistance Agreement"); and (6) the Financial Assistance Agreement dated the Dated Date (the "2018 GO Bond Financial Assistance Agreement", together with the 2011 Financial Assistance Agreement, the 2012 Financial Assistance Agreement, the First Amendment to Financial Assistance Agreements, the Rider No. 1, and the 2018 Revenue Bond Financial Assistance Agreement, collectively, the "Financial Assistance Agreements"); and

c) an agreement between the City of Terre Haute, Indiana and The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") as follows: the Third Amended and Restated Agreement for Services of Registrar and Paying Agent and the Trust of the Sinking Fund and Construction Fund, dated the Dated Date (the "Paying Agent Agreement", together with the Bond Resolutions and the Financial Assistance Agreements, collectively, the "Bond Documents").

Now therefore, in furtherance of the foregoing, the following are provided and agreed to:

Section 1. Grant of Security; the Account.

(a) The Participant hereby grants to Finance Authority a present and continuing security interest in and lien upon (a) the Account (as defined in the Control Agreement), (b) all contract rights, claims and privileges in respect of the Account, (c) all gross revenues and receipts of the sewage works (as defined in the Bond Resolutions) of the Participant to be deposited in the Account pursuant to the Bond Resolutions, and (d) all cash, checks, drafts, collection remittances, money orders and other items of value of the Participant now or hereafter paid, deposited, credited, held (whether for collection, provisionally or otherwise) or otherwise in the possession or under the control of, or in transit to, Bank or any agent, bailee or custodian thereof in connection with the Account, together with all proceeds of the foregoing; provided, however, the foregoing security interest granted by Participant to Finance Authority is subject to the rights of the holders of those certain City of Terre Haute, Indiana Sanitary District Refunding Revenue Bonds, Series 2015, dated January 20, 2015 (the "2015 Bonds"), which 2015 Bonds are payable on a parity basis with the Finance Authority Program Bonds¹⁴ from Net Revenues (as defined in the Bond Resolutions).

(b) The Account is a "deposit account" within the meaning of Article 9 of the Uniform Commercial Code of the State of Indiana (the "UCC"). The Participant represents that the balance in the Account as of December __, 2018 is \$ _____.

(c) The Participant covenants and agrees with the Finance Authority to transact its business and affairs in respect of the Account in strict conformity with the attached Annex F-1, which is incorporated herein by this reference.

(d) The executed forms of the Bank attached Annex F-2, which is incorporated herein by this reference.

¹⁴ "Secured Party Program Bonds" are defined herein as the following bonds: City of Terre Haute, Indiana Sanitary District Revenue Bonds of 2011, dated March 25, 2011; City of Terre Haute, Indiana Sanitary District Revenue Bonds, Series 2012 A, dated December 13, 2012; City of Terre Haute, Indiana Sanitary District Revenue Bonds, Series 2012 B, dated December 13, 2012; City of Terre Haute, Indiana Sanitary District Revenue Bonds, Series 2018, dated September 7, 2018; and City of Terre Haute, Indiana Sanitary District Bonds, Series 2018, dated the Dated Date and any hereafter issued Parity Bonds (as defined in the Bond Resolutions) which are held by the Secured Party.

Section 2. Control. (a) Pursuant to the Control Agreement, the Bank has agreed to comply with a Notice of Exclusive Control (as defined in the Control Agreement) originated by Finance Authority directing disposition of the funds in the Account without further consent by Participant.

(b) Notwithstanding anything herein to the contrary, Finance Authority acknowledges and agrees that it shall not deliver a Notice of Exclusive Control to the Bank unless Finance Authority has caused prior written notice to be given to the Participant and following the giving any such notice (i) the Participant failed to make any required payment when due on Finance Authority Program Bonds for at least one (1) business day, (ii) the Participant remains in non-compliance as to any required deposit to any account of any Sinking Fund or Bond Fund established by any Bond Documents (whether or not held under the Paying Agent Agreement) for at least three (3) business days or (iii) the Participant remains in non-compliance as to any other matter under any Bond Documents or any matter set forth in this Agreement for at least ten (10) business days; provided however the Finance Authority may direct the Bank to make a transfer to any account of any Sinking Fund or Bond Fund as required by any Bond Documents to the Paying Agent for deposit in an account held under the Paying Agent Agreement without delivery of a Notice of Exclusive Control to the Bank.

(c) The Finance Authority hereby further agrees that it shall take no action hereunder that would be construed as failing to permit a payment to be made on the 2015 Bonds on parity basis in respect of a claim on the Net Revenues. Finance Authority hereby acknowledges that the holders of the 2015 Bonds have a parity claim on the Net Revenues with the Finance Authority Program Bonds and any claim of such Net Revenues hereunder by Finance Authority in respect of the Finance Authority Program Bonds shall be subject to the parity rights of the holders of the 2015 Bonds thereto.

Section 3. Release; Indemnity. The Participant, to the extent permitted by law, hereby releases and discharges the Finance Authority and its directors, officers, agents and employees from any and all claims, causes of action, liabilities, lawsuits, demands and damages including, without limitation, any and all court costs and reasonable attorney's fees, in any way related to or arising out of or in connection with this Agreement (or any Bond Documents) or any action taken or not taken pursuant hereto or thereto, except to the extent caused by the Finance Authority's gross negligence or willful misconduct (including in respect of any breach by the Finance Authority of any of the provisions hereof or thereof). The Participant, to the extent permitted by law, hereby waives any provision set forth in Annex F-2 inclusive of the Control Agreement that purports to create any indemnity or other obligation upon the Finance Authority in favor of the Participant (whether directly or by operation of any claim against the Bank that may then indirectly be asserted against the Finance Authority). The Participant, to the extent permitted by law, hereby agrees to indemnify and hold harmless the Finance Authority and its directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawsuits, demands and damages including, without limitation, any and all court costs and reasonable attorney's fees, in any way related to or arising out of or in connection with this Agreement or any action taken or not taken pursuant hereto, except to the extent caused by the Finance Authority's gross negligence or willful misconduct (including in respect of any breach by the Finance Authority of any of the provisions hereof).

Section 4. Conflicts Among Agreements. In the event of a conflict between this Exhibit and the Control Agreement relating to the Account (including without limitation as set out in Annex F-2 inclusive of the Control Agreement), the Participant agrees that the terms of this Agreement will prevail. The obligations of the Finance Authority in respect of the Account shall be strictly limited to those set forth in this Exhibit and First Amendment to Financial Assistance Agreements and in the event of a conflict between this Exhibit and First Amendment to Financial Assistance Agreements relating to the obligations of the Finance Authority in respect of the Account the First Amendment to Financial Assistance Agreements will prevail.

Section 5. Termination. This Exhibit shall continue in effect until the Finance Authority has notified the Bank in writing that this Agreement, or its security interest in the Account, is terminated. The Finance Authority hereby acknowledges that in any event its security interest in the Account hereunder shall terminate if the Finance Authority Program Bonds are no longer outstanding or are no longer held by the Finance Authority. Upon receipt of such written notice, the obligations of the Bank hereunder with respect to the operation and maintenance of the Account after the receipt of such written notice shall terminate, the Finance Authority shall have no further right to originate instructions concerning the Account and any previous Notice of Exclusive Control delivered by Finance Authority shall be deemed to be of no further force and effect.

Section 6. Complete Agreement; Amendments. This Exhibit, the Control Agreement and the instructions and notices required or permitted to be executed and delivered hereunder and thereunder set forth the entire agreement of among the Parties with respect to the subject matter hereof, and, subject to Section 4 above supersede any prior agreement and contemporaneous oral agreements of the Parties concerning its subject matter other than as set forth in the Bond Documents other than the Rider No. 1. Rider No. 1 is amended and replaced by this Exhibit. No amendment, modification or (except as otherwise specified in Section 5 above) termination of this Agreement, nor any assignment of any rights hereunder (except to the extent contemplated under Section 9 below), shall be binding on any Party hereto unless it is in writing and is signed by each of the Parties hereto, and any attempt to so amend, modify, terminate or assign, except pursuant to such a writing, shall be null and void. No waiver of any rights hereunder shall be binding on any Party hereto unless such waiver is in writing and signed by the Party against whom enforcement is sought. Nothing in this Exhibit shall be deemed to modify the obligations of the Participant unrelated to the Account.

Section 7. Governing Law. This Exhibit shall be governed by and construed in accordance with the law of the State of Indiana. The Participant and Finance Authority agree that Indiana is the "bank's jurisdiction" for purposes of the UCC. The Participant and Finance Authority agree that proper venue in the event of any disputes under this Agreement shall be Marion County, Indiana.

Section 8. Severability. To the extent a provision of this Exhibit is unenforceable, this Exhibit will be construed as if the unenforceable provision were omitted.

Section 9. Successors and Assigns. The terms of this Exhibit shall be binding upon, and shall inure to the benefit of, the Participant and Finance Authority and their respective successors. This Exhibit and the Control Agreement may be assigned by the Finance Authority to any successors or assigns of the Finance Authority under its security agreement with the Participant, provided that written notice thereof is given by the Finance Authority to the Bank.

ANNEX F-1
ADDITIONAL TERMS AND CONDITIONS

The Participant covenants with the Finance Authority to transact its business in respect of the Account in strict conformity with the Bond Documents as supplemented by the following.

Transfers to the Account:

The Participant has (or has caused the City) to transfer to the Account, as of Dated Date, all of income, revenues, funds, accounts and balances of the Participant's sewage works other than any amounts held in the Sinking Fund or any Construction Fund under the Paying Agent Agreement.

Notwithstanding the foregoing, the Participant shall not be obligated to deposit to the Account property tax revenue received by the Participant for payment of debt service on any Special Taxing District Bonds of the Participant secured by a property tax levy (collectively, "Special Taxing District Bonds") and in lieu thereof such property tax revenue received by the Participant shall be held in the Participant's Sanitary Participant Bond Fund (330) or any successor account thereto (collectively, the "STBB Accounts") pending payment of any Special Taxing District Bonds.

To extent the balance from time to time held in the Special Taxing District Bond Account (as defined by 2018 Bond Resolution) as the first business day of each January and July is not required to permit the payment of principal of and interest on Special Taxing District Bonds then due and payable (after considering the balance held the STBB Account on that date) or repay any STDB Interfund Loans then due (as defined in the 2018 GO Bonds Resolution), then any such excess balances held in the Special Taxing District Bond Account as of the second business day of each January and July shall be transferred from the Special Taxing District Bond Account to the Account.

Deposits to the Account:

All income and revenues of the Participant's sewage works shall upon receipt by the Participant be immediately deposited to the Account. Such income and revenues shall include, but not be limited to:

(i) monthly payments for sewage works services by customers of the sewage works, non-recurring charges received by the sewage works from customers of the sewage works, third party payments to the Participant from customers and other customer payments (collectively, "Customer Payments");

(ii) vendors or any other parties for payments due to the Participant; and

(iii) any and all other income and revenues received by the Participant from or relating to its ownership, operation and management of the sewage works.

The Account shall serve as the "Revenue Fund" of the Participant as described in the Bond Resolutions.

Without limiting the generality of the foregoing, the Participant shall establish and maintain as part its customer billing system processes by which Customer Payments are directly deposited to the Account (whether by use of direct deposit mailing addresses or otherwise) and, in the event any Customer Payment is not so directly deposit (whether as a result of an inadvertent deposit to any other account or otherwise), such amounts shall transferred to the Account within 48 hours after discovery thereof.

Payments from the Account:

First – Payment of Operation, Repair & Maintenance Expenses

The Participant shall first pay from funds in the Account, the operation, repair and maintenance expenses of the sewage works on a day-to-day basis (such expenses, however, shall not include for this purpose, payment of expenses for depreciation, replacements, improvements, extensions, additions or payments in lieu of property taxes ("PILOTs")). The balance to be held in the Account (which may include any hereinafter defined O&M Batch Transfer Amount held in the Pooled Account) for payment of such operation, repair and maintenance expenses of the Participant ("O&M Expenses") shall at all times be sufficient to pay O&M Expenses for the then next succeeding two (2) calendar months. This two (2) calendar month balance shall serve as the funds necessary to meet the requirements of the "Operation and Maintenance Fund" of the Participant as described in the Bond Resolutions. Payments by the Participant for O&M Expenses ("O&M Expense Payments") shall be made directly from the Account to the recipient of such O&M Expense Payments

Second – Payment of Debt Service and Debt Service Reserves

The Participant shall pay from the Account:

(i) the monthly transfers to the Paying Agent necessary for deposit under the Paying Agent Agreement for (a) debt service on the Finance Authority Program Bonds, the 2015 Bonds and any future Parity Bonds¹⁵ (collectively, the “Revenue Bonds”) and (b) satisfying the Reserve Requirement (as defined in the Bond Resolutions) for the Revenue Bonds; and

(ii) the amounts as necessary to satisfy the requirements of the Special Taxing District Bond Account (as described in the 2018 Bond Resolution), if any, and as provided in the 2018 GO Bond Resolution and any other bond resolution authorizing any hereafter issued Special Taxing District Bonds payable therefore.

With respect to such monthly transfers, they shall occur no later than the last day of each calendar month and shall only be made so long as current O&M Expenses have been satisfied in accordance with the terms and provisions of the Bond Resolutions. The transfer necessary, if any, for the Special Taxing District Bond Account shall be made when and as necessary to satisfy the requirements of that account on a junior and subordinate basis to any Revenue Bonds.

These payments constitute the required transfers for the “Sinking Fund” of the Participant under the Bond Resolutions.

Third – Payment of Improvements and PILOTs

The Participant shall pay from the Account, as necessary, any expenses of the sewage works for extensions, improvements and additions or for any other purpose permitted by the Bond Documents, including for making PILOTs to the City (each an “Improvement Fund Payment”). Prior to making any such payments from the Account, the Participant shall have undertaken a review and found and determine that (i) it is current on the payment of all necessary O&M Expenses due and payable, (ii) at all times there shall be held in the Operation and Maintenance Fund a balance sufficient, after any such Improvement Fund Payment, to pay O&M Expenses for the then next succeeding two (2) calendar months, (iii) all required monthly transfers to the Paying Agent for deposit in the Sinking Fund and held under the Paying Agent Agreement are current, (iv) all payments of debt service on the Revenue Bonds and for meeting the Reserve Requirement for the Revenue Bonds are current, and (v) all payments of any amounts necessary to meet the requirement of any outstanding Special Taxing District Bond Account are current, all in accordance with the Bond Documents.

¹⁵ The Participant covenants and agrees to have the Paying Agent serve as paying agent on the 2015 Bonds and future Parity Bonds so long as this Agreement shall be in effect.

With respect to the Improvement Fund Payment for a PILOTs to the City, the Participant shall pay PILOTs from the Account no more frequently than semiannually. The Participant shall have also requested such PILOTs (and provided supporting information) and the Finance Authority shall have consented to such request, prior to making any Improvement Fund Payment for a PILOTs to the City from the Account.

Improvement Fund Payments by the Participant for the purposes above constitute the required transfers for the "Improvement Fund" of the Participant under the Bond Resolutions.

ANNEX F-2
ACCOUNT FORMS OF THE BANK

Exhibit G

SURPLUS WASTEWATER PLANT EQUIPMENT 2018

<u>Untitled Equipment</u>	<u>Model #</u>	<u>Identification #</u>
1. HOULE MIXER		1002-053730-42
2. INTERNATIONAL TRACTOR	986	(RED & WHITE)
3. JOHN DEERE TRACTOR	8630	8630h003252R
*4. USED FIBERGLASS FLIGHT BOARDS		5'7 1/2" (COUNT OF 46)
*5. USED FIBERGLASS FLIGHT BOARDS		15'7" (COUNT OF 28)
*6. DEZURIK VALVES SIZE 16 (COUNT OF 12)		PART 3 9035514R003

<u>Titled Equipment</u>	<u>Model#</u>	<u>Identification#</u>
7. INTERNATIONAL SEMI (WRECKED)		2HSFBG3RXKC026700
8. AG GATOR 1988	4771	89139064042
9. AG GATOR 1989	4771	89139075019
10. 1998 FORD COMBO-VAC	2100	1FDYN80E8WVA04478
11. 1992 INTERNATIONAL -VAC	2100	1HTSDNURXNH4H402042
12. 1978 FORD DUMP TRUCK	F-800	R80DVGC8664

*ADD TO SURPLUS

Invoices - Wastewater

System...	Vendor...	Vendor name	Invoice number	Invoice date	Invoice am...	Account number	Account description	Amount	Added by	Post date
151072	10262	AUTOMATED FUELS INC.	CF51-9838	11/15/2018	\$4227.62	0620-0061-02-422010	Gasoline	\$1990.91	cy00021ww	11/29/2018
151072	10262	AUTOMATED FUELS INC.	CF51-9838	11/15/2018	\$4227.62	0620-0000-00-202010	Accounts Payable	\$1990.91	cy00021ww	11/29/2018
151072	10262	AUTOMATED FUELS INC.	CF51-9838	11/15/2018	\$4227.62	0620-0061-02-422020	Diesel Fuel	\$2236.71	cy00021ww	11/29/2018
151072	10262	AUTOMATED FUELS INC.	CF51-9838	11/15/2018	\$4227.62	0620-0000-00-202010	Accounts Payable	\$2236.71	cy00021ww	11/29/2018
151073	10540	DUKE ENERGY	8900-3538-01-0	11/06/2018	\$52719.36	0620-0061-03-436010	Electric Utility	\$52719.36	cy00021ww	11/29/2018
151073	10540	DUKE ENERGY	8900-3538-01-0	11/06/2018	\$52719.36	0620-0000-00-202010	Accounts Payable	\$52719.36	cy00021ww	11/29/2018
151074	3773	FRONTIER INC.	100305-5	11/20/2018	\$259.03	0620-0061-03-433010	Telephone	\$259.03	cy00021ww	11/29/2018
151074	3773	FRONTIER INC.	100305-5	11/20/2018	\$259.03	0620-0000-00-202010	Accounts Payable	\$259.03	cy00021ww	11/29/2018
151075	11331	IN AMERICAN WATER COMPANY	1010-210005705268	11/20/2018	\$2577.39	0620-0061-03-436030	Water Utility	\$2577.39	cy00021ww	11/29/2018
151075	11331	IN AMERICAN WATER COMPANY	1010-210005705268	11/20/2018	\$2577.39	0620-0000-00-202010	Accounts Payable	\$2577.39	cy00021ww	11/29/2018
151076	11331	IN AMERICAN WATER COMPANY	1010-210005705350	11/20/2018	\$134.56	0620-0061-03-436030	Water Utility	\$134.56	cy00021ww	11/29/2018
151076	11331	IN AMERICAN WATER COMPANY	1010-210005705350	11/20/2018	\$134.56	0620-0000-00-202010	Accounts Payable	\$134.56	cy00021ww	11/29/2018
151077	11331	IN AMERICAN WATER COMPANY	1010-220017926805	11/20/2018	\$313.46	0620-0061-03-436030	Water Utility	\$313.46	cy00021ww	11/29/2018
151077	11331	IN AMERICAN WATER COMPANY	1010-220017926805	11/20/2018	\$313.46	0620-0000-00-202010	Accounts Payable	\$313.46	cy00021ww	11/29/2018
151078	11331	IN AMERICAN WATER COMPANY	1010-220017959768	11/20/2018	\$170.11	0620-0061-03-436030	Water Utility	\$170.11	cy00021ww	11/29/2018
151078	11331	IN AMERICAN WATER COMPANY	1010-220017959768	11/20/2018	\$170.11	0620-0000-00-202010	Accounts Payable	\$170.11	cy00021ww	11/29/2018
151079	11331	IN AMERICAN WATER COMPANY	1010-210008259467	11/20/2018	\$45.09	0620-0061-03-436030	Water Utility	\$45.09	cy00021ww	11/29/2018
151079	11331	IN AMERICAN WATER COMPANY	1010-210008259467	11/20/2018	\$45.09	0620-0000-00-202010	Accounts Payable	\$45.09	cy00021ww	11/29/2018
151081	11829	MENARDS INC.	92178	11/19/2018	\$77.29	0620-0061-02-422005	Operating Supplies	\$21.25	cy00021ww	11/29/2018
151081	11829	MENARDS INC.	92178	11/19/2018	\$77.29	0620-0000-00-202010	Accounts Payable	\$21.25	cy00021ww	11/29/2018
151081	11829	MENARDS INC.	92178	11/19/2018	\$77.29	0620-0061-04-444010	Purchase of Equipn	\$56.04	cy00021ww	11/29/2018
151081	11829	MENARDS INC.	92178	11/19/2018	\$77.29	0620-0000-00-202010	Accounts Payable	\$56.04	cy00021ww	11/29/2018
151082	102	NORTHERN SAFETY CO INC	903214727	11/18/2018	\$149.00	0620-0061-03-433040	Freight	\$149.00	cy00021ww	11/29/2018
151082	102	NORTHERN SAFETY CO INC	903214727	11/18/2018	\$149.00	0620-0000-00-202010	Accounts Payable	\$149.00	cy00021ww	11/29/2018
151083	102	NORTHERN SAFETY CO INC	903210901	11/15/2018	\$119.60	0620-0061-01-414020	Protective Clothing	\$119.60	cy00021ww	11/29/2018
151083	102	NORTHERN SAFETY CO INC	903210901	11/15/2018	\$119.60	0620-0000-00-202010	Accounts Payable	\$119.60	cy00021ww	11/29/2018
151085	12662	SAM S CLUB	0851	11/19/2018	\$479.89	0620-0061-02-422005	Operating Supplies	\$479.89	cy00021ww	11/29/2018
151085	12662	SAM S CLUB	0851	11/19/2018	\$479.89	0620-0000-00-202010	Accounts Payable	\$479.89	cy00021ww	11/29/2018
151087	12749	SEELYVILLE WATER WORKS	1012018	10/01/2018	\$1446.00	0620-0061-03-432010	Services Contractur	\$1446.00	cy00021ww	11/29/2018
151087	12749	SEELYVILLE WATER WORKS	1012018	10/01/2018	\$1446.00	0620-0000-00-202010	Accounts Payable	\$1446.00	cy00021ww	11/29/2018
151088	12388	TERMINIX INTERNATIONAL INC.	380727832	11/08/2018	\$101.00	0620-0061-03-432010	Services Contractur	\$101.00	cy00021ww	11/29/2018
151088	12388	TERMINIX INTERNATIONAL INC.	380727832	11/08/2018	\$101.00	0620-0000-00-202010	Accounts Payable	\$101.00	cy00021ww	11/29/2018

[Handwritten signatures and initials]

[Handwritten signature: Amy Adams]

[Handwritten signature: Cheryl E.]

[Handwritten signature: Ray Cooper]

[Handwritten initials]

System Inv	Vendor ID	Vendor name	Invoice number	Invoice date	Invoice amount	Account number	Account description	Amount	Added by	Post date
151147	10884	CITY OF TERRE HAUTE ENGINEERS DEPT.	2	11/19/18	\$4,315.20	0620-0061-03-432010	Services Contractual	\$4,315.20	CV/0021WW	11/30/18
151147	10884	CITY OF TERRE HAUTE ENGINEERS DEPT.	2	11/19/18	\$4,315.20	0620-0000-00-202010	Accounts Payable	\$4,315.20	CV/0021WW	11/30/18
151148	10588	COLDWELL & COMPANY INC	052134	11/27/18	\$30.78	0620-0061-02-423015	Repair Supplies	\$30.78	CV/0021WW	11/30/18
151148	10588	COLDWELL & COMPANY INC	052134	11/27/18	\$30.78	0620-0000-00-202010	Accounts Payable	\$30.78	CV/0021WW	11/30/18
151149	10598	COLDWELL & COMPANY INC	052232	11/28/18	\$70.38	0620-0061-02-423015	Repair Supplies	\$70.38	CV/0021WW	11/30/18
151149	10598	COLDWELL & COMPANY INC	052232	11/28/18	\$70.38	0620-0000-00-202010	Accounts Payable	\$70.38	CV/0021WW	11/30/18
151150	10920	E-Z CLEAN CORPORATION	IN00095915	11/21/18	\$118.00	0620-0061-02-422005	Operating Supplies	\$118.00	CV/0021WW	11/30/18
151150	10920	E-Z CLEAN CORPORATION	IN00095915	11/21/18	\$118.00	0620-0000-00-202010	Accounts Payable	\$118.00	CV/0021WW	11/30/18
151151	2375	JACK DOHENY COMPANIES INC.	C18147	11/13/18	\$741.25	0620-0061-04-444010	Purchase of Equipment	\$707.36	CV/0021WW	11/30/18
151151	2375	JACK DOHENY COMPANIES INC.	C18147	11/13/18	\$741.25	0620-0000-00-202010	Accounts Payable	\$707.36	CV/0021WW	11/30/18
151151	2375	JACK DOHENY COMPANIES INC.	C18147	11/13/18	\$741.25	0620-0061-03-433040	Freight	\$33.89	CV/0021WW	11/30/18
151151	2375	JACK DOHENY COMPANIES INC.	C18147	11/13/18	\$741.25	0620-0000-00-202010	Accounts Payable	\$33.89	CV/0021WW	11/30/18
151152	11598	JONES & SONS INC.	C18147	11/13/18	\$741.25	0620-0000-00-202010	Operating Supplies	\$49.00	CV/0021WW	11/30/18
151152	11598	JONES & SONS INC.	C18147	11/13/18	\$49.00	0620-0061-02-422005	Operating Supplies	\$49.00	CV/0021WW	11/30/18
151152	11598	JONES & SONS INC.	7154136	11/21/18	\$49.00	0620-0000-00-202010	Accounts Payable	\$49.00	CV/0021WW	11/30/18
151152	11598	JONES & SONS INC.	7154136	11/21/18	\$49.00	0620-0000-00-202010	Accounts Payable	\$49.00	CV/0021WW	11/30/18
151153	4211	JONES FABRICATION & MACHINING INC.	10911	11/15/18	\$719.63	0620-0061-03-432010	Services Contractual	\$719.63	CV/0021WW	11/30/18
151153	4211	JONES FABRICATION & MACHINING INC.	10911	11/15/18	\$719.63	0620-0000-00-202010	Accounts Payable	\$719.63	CV/0021WW	11/30/18
151154	3499	LEVI S. ZOOK JR.	87902	11/17/18	\$140.00	0620-0061-01-414020	Protective Clothing	\$140.00	CV/0021WW	11/30/18
151154	3499	LEVI S. ZOOK JR.	87902	11/17/18	\$140.00	0620-0000-00-202010	Accounts Payable	\$140.00	CV/0021WW	11/30/18
151154	3499	LEVI S. ZOOK JR.	87908	11/17/18	\$140.00	0620-0061-01-414020	Protective Clothing	\$140.00	CV/0021WW	11/30/18
151154	3499	LEVI S. ZOOK JR.	87908	11/17/18	\$140.00	0620-0000-00-202010	Accounts Payable	\$140.00	CV/0021WW	11/30/18
151155	1784	MCCOY & MCCOY LABORATORIES INC.	1374084	11/27/18	\$140.00	0620-0061-03-432010	Lab Testing	\$140.00	CV/0021WW	11/30/18
151155	1784	MCCOY & MCCOY LABORATORIES INC.	1374084	11/27/18	\$140.00	0620-0000-00-202010	Accounts Payable	\$140.00	CV/0021WW	11/30/18
151157	11807	MCGUIRE EXCAVATING & TRUCKING INC.	14872	11/19/18	\$75.00	0620-0061-03-432010	Services Contractual	\$75.00	CV/0021WW	11/30/18
151157	11807	MCGUIRE EXCAVATING & TRUCKING INC.	14872	11/19/18	\$75.00	0620-0000-00-202010	Accounts Payable	\$75.00	CV/0021WW	11/30/18
151158	12047	N.E.W. INTERSTATE CONCRETE INC.	101660	11/12/18	\$1,132.50	0620-0061-02-423015	Repair Supplies	\$1,132.50	CV/0021WW	11/30/18
151158	12047	N.E.W. INTERSTATE CONCRETE INC.	101660	11/12/18	\$1,132.50	0620-0000-00-202010	Accounts Payable	\$1,132.50	CV/0021WW	11/30/18
151159	12047	N.E.W. INTERSTATE CONCRETE INC.	101669	11/13/18	\$215.00	0620-0061-02-423015	Repair Supplies	\$184.00	CV/0021WW	11/30/18
151159	12047	N.E.W. INTERSTATE CONCRETE INC.	101669	11/13/18	\$215.00	0620-0000-00-202010	Accounts Payable	\$184.00	CV/0021WW	11/30/18
151159	12047	N.E.W. INTERSTATE CONCRETE INC.	101669	11/13/18	\$215.00	0620-0061-02-422005	Operating Supplies	\$31.00	CV/0021WW	11/30/18
151159	12047	N.E.W. INTERSTATE CONCRETE INC.	101669	11/13/18	\$215.00	0620-0000-00-202010	Accounts Payable	\$31.00	CV/0021WW	11/30/18
151160	12047	N.E.W. INTERSTATE CONCRETE INC.	101672	11/13/18	\$721.50	0620-0061-02-423015	Repair Supplies	\$598.00	CV/0021WW	11/30/18
151160	12047	N.E.W. INTERSTATE CONCRETE INC.	101672	11/13/18	\$721.50	0620-0000-00-202010	Accounts Payable	\$598.00	CV/0021WW	11/30/18
151160	12047	N.E.W. INTERSTATE CONCRETE INC.	101672	11/13/18	\$721.50	0620-0061-02-422005	Operating Supplies	\$123.50	CV/0021WW	11/30/18
151160	12047	N.E.W. INTERSTATE CONCRETE INC.	101672	11/13/18	\$721.50	0620-0000-00-202010	Accounts Payable	\$123.50	CV/0021WW	11/30/18
151161	12047	N.E.W. INTERSTATE CONCRETE INC.	101701	11/15/18	\$1,510.00	0620-0061-02-423015	Repair Supplies	\$1,510.00	CV/0021WW	11/30/18
151161	12047	N.E.W. INTERSTATE CONCRETE INC.	101701	11/15/18	\$1,510.00	0620-0000-00-202010	Accounts Payable	\$1,510.00	CV/0021WW	11/30/18

Trini Adams
Steph Beck
David E.

151161	12047	NE.W. INTERSTATE CONCRETE INC.	101701	11/15/18	\$1,610.00	0620-0061-02-422005	Operating Supplies	\$100.00	cy0021ww	11/30/18
151161	12047	NE.W. INTERSTATE CONCRETE INC.	101701	11/15/18	\$1,610.00	0620-0000-00-202010	Accounts Payable	\$100.00	cy0021ww	11/30/18
151162	12047	NE.W. INTERSTATE CONCRETE INC.	101710	11/16/18	\$1,610.00	0620-0061-02-423015	Repair Supplies	\$1,510.00	cy0021ww	11/30/18
151162	12047	NE.W. INTERSTATE CONCRETE INC.	101710	11/16/18	\$1,610.00	0620-0000-00-202010	Accounts Payable	\$1,510.00	cy0021ww	11/30/18
151162	12047	NE.W. INTERSTATE CONCRETE INC.	101710	11/16/18	\$1,610.00	0620-0061-02-422005	Operating Supplies	\$100.00	cy0021ww	11/30/18
151162	12047	NE.W. INTERSTATE CONCRETE INC.	101710	11/16/18	\$1,610.00	0620-0000-00-202010	Accounts Payable	\$100.00	cy0021ww	11/30/18
151163	12047	NE.W. INTERSTATE CONCRETE INC.	101729	11/20/18	\$1,110.00	0620-0061-02-423015	Repair Supplies	\$920.00	cy0021ww	11/30/18
151163	12047	NE.W. INTERSTATE CONCRETE INC.	101729	11/20/18	\$1,110.00	0620-0000-00-202010	Accounts Payable	\$920.00	cy0021ww	11/30/18
151163	12047	NE.W. INTERSTATE CONCRETE INC.	101729	11/20/18	\$1,110.00	0620-0061-02-422005	Operating Supplies	\$190.00	cy0021ww	11/30/18
151163	12047	NE.W. INTERSTATE CONCRETE INC.	101729	11/20/18	\$1,110.00	0620-0000-00-202010	Accounts Payable	\$190.00	cy0021ww	11/30/18
151164	12047	NE.W. INTERSTATE CONCRETE INC. 755 th	101748	11/20/18	\$805.00	0620-0061-02-423015	Repair Supplies	\$755.00	cy0021ww	11/30/18
151164	12047	NE.W. INTERSTATE CONCRETE INC. 755 th	101748	11/20/18	\$805.00	0620-0000-00-202010	Accounts Payable	\$755.00	cy0021ww	11/30/18
151164	12047	NE.W. INTERSTATE CONCRETE INC. 50 th	101748	11/20/18	\$805.00	0620-0061-02-422005	Operating Supplies	\$50.00	cy0021ww	11/30/18
151164	12047	NE.W. INTERSTATE CONCRETE INC. 50 th	101748	11/20/18	\$805.00	0620-0000-00-202010	Accounts Payable	\$50.00	cy0021ww	11/30/18
151166	4537	PAGE ANALYTICAL SERVICES INC.	1850098933	11/21/18	\$31.00	0620-0061-03-432071	Lab Testing	\$31.00	cy0021ww	11/30/18
151166	4537	PAGE ANALYTICAL SERVICES INC.	1850098933	11/21/18	\$31.00	0620-0000-00-202010	Accounts Payable	\$31.00	cy0021ww	11/30/18
151168	12365	QUALITY AUTOMOTIVE DIST. CORP.	063806	11/16/18	\$21.87	0620-0061-02-423015	Repair Supplies	\$21.87	cy0021ww	11/30/18
151168	12365	QUALITY AUTOMOTIVE DIST. CORP.	063806	11/16/18	\$21.87	0620-0000-00-202010	Accounts Payable	\$21.87	cy0021ww	11/30/18
151170	12365	QUALITY AUTOMOTIVE DIST. CORP.	064007	11/19/18	\$9.81	0620-0061-02-423015	Repair Supplies	\$9.81	cy0021ww	11/30/18
151170	12365	QUALITY AUTOMOTIVE DIST. CORP.	064007	11/19/18	\$9.81	0620-0000-00-202010	Accounts Payable	\$9.81	cy0021ww	11/30/18
151171	12365	QUALITY AUTOMOTIVE DIST. CORP.	064080	11/20/18	\$7.14	0620-0000-00-202010	Repair Supplies	\$7.14	cy0021ww	11/30/18
151171	12365	QUALITY AUTOMOTIVE DIST. CORP.	064080	11/20/18	\$7.14	0620-0061-02-423015	Accounts Payable	\$7.14	cy0021ww	11/30/18
151172	12365	QUALITY AUTOMOTIVE DIST. CORP.	064673	11/27/18	\$8.14	0620-0061-02-423015	Repair Supplies	\$8.14	cy0021ww	11/30/18
151172	12365	QUALITY AUTOMOTIVE DIST. CORP.	064673	11/27/18	\$8.14	0620-0000-00-202010	Accounts Payable	\$8.14	cy0021ww	11/30/18
151173	12748	TOWN & COUNTRY FORD	606291	11/19/18	\$123.77	0620-0061-02-423015	Repair Supplies	\$123.77	cy0021ww	11/30/18
151173	12748	TOWN & COUNTRY FORD	606291	11/19/18	\$123.77	0620-0000-00-202010	Accounts Payable	\$123.77	cy0021ww	11/30/18
151175	12748	TOWN & COUNTRY FORD	606474	11/21/18	\$131.62	0620-0061-02-423015	Repair Supplies	\$131.62	cy0021ww	11/30/18
151175	12748	TOWN & COUNTRY FORD	606474	11/21/18	\$131.62	0620-0000-00-202010	Accounts Payable	\$131.62	cy0021ww	11/30/18
151177	249	UNITED PARCEL SVC	606474	11/21/18	\$15.03	0620-0000-00-202010	Accounts Payable	\$15.03	cy0021ww	11/30/18
151177	249	UNITED PARCEL SVC	00004F939E468	11/17/18	\$15.03	0620-0000-00-202010	Accounts Payable	\$15.03	cy0021ww	11/30/18
151178	12748	TOWN & COUNTRY FORD	606688	11/27/18	\$18.64	0620-0061-02-422005	Operating Supplies	\$18.64	cy0021ww	11/30/18
151178	12748	TOWN & COUNTRY FORD	606688	11/27/18	\$18.64	0620-0000-00-202010	Accounts Payable	\$18.64	cy0021ww	11/30/18
151179	13123	VIGO DODGE INC	20125	11/21/18	\$191.10	0620-0061-02-423015	Repair Supplies	\$191.10	cy0021ww	11/30/18
151179	13123	VIGO DODGE INC	20125	11/21/18	\$191.10	0620-0000-00-202010	Accounts Payable	\$191.10	cy0021ww	11/30/18
151180	13123	VIGO DODGE INC	20115	11/19/18	\$30.56	0620-0061-02-423015	Repair Supplies	\$30.56	cy0021ww	11/30/18
151180	13123	VIGO DODGE INC	20115	11/19/18	\$30.56	0620-0000-00-202010	Accounts Payable	\$30.56	cy0021ww	11/30/18
151181	13123	VIGO DODGE INC	20154	11/26/18	\$66.64	0620-0061-02-423015	Repair Supplies	\$66.64	cy0021ww	11/30/18
151181	13123	VIGO DODGE INC	20154	11/26/18	\$66.64	0620-0000-00-202010	Accounts Payable	\$66.64	cy0021ww	11/30/18

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151181	13123	VIGO DODGE INC	20154	11/26/18	\$66.64	0620-0000-00-202010	Accounts Payable	\$66.64	cty0021ww	11/30/18
151182	13171	WABASH VALLEY GOODWILL INC.	680373	11/21/18	\$67.20	0620-0061-02-422005	Operating Supplies	\$67.20	cty0021ww	11/30/18
151182	13171	WABASH VALLEY GOODWILL INC.	680373	11/21/18	\$67.20	0620-0000-00-202010	Accounts Payable	\$67.20	cty0021ww	11/30/18
151183	767	WHOLESALE DRAINAGE SUPPLY INC.	FC8777	11/15/18	\$1.50	0620-0061-03-432010	Services Contractual	\$1.50	cty0021ww	11/30/18
151183	767	WHOLESALE DRAINAGE SUPPLY INC.	FC8777	11/15/18	\$1.50	0620-0000-00-202010	Accounts Payable	\$1.50	cty0021ww	11/30/18